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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

JUNE SHELDON,

Plaintiff,

v.

The Trustees of the San José/Evergreen  
Community College District: **BALBIR  
DHILLON, MARIA FUENTES, AUTUMN  
GUTIERREZ, RICHARD HOBBS,  
RONALD J. LIND, RANDY OKAMURA,  
AND RICHARD K. TANAKA**, all in their  
individual and official capacities; **ROSA G.**

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JUL 16 2008

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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~~C08 03415~~

Case No. \_\_\_\_\_

VERIFIED COMPLAINT

1 **PÉREZ**, in her individual and official  
2 capacities as Chancellor of the San  
3 José/Evergreen Community College District;  
4 **ANITA L. MORRIS**, in her individual and  
5 official capacities as Vice Chancellor of Human  
6 Resources for the San José/Evergreen  
7 Community College District; **MICHAEL L.**  
8 **BURKE**, in his individual and official  
9 capacities as President of San José City  
10 College; **LEANDRA MARTIN**, in her  
11 individual and official capacities as Dean of the  
12 Division of Math and Science at San José City  
13 College,

14 Defendants.

15 Plaintiff June Sheldon, by and through counsel, and for her Verified Complaint against  
16 Defendants Balbir Dhillon, Maria Fuentes, Autumn Gutierrez, Richard Hobbs, Ronald J. Lind, Randy  
17 Okamura, Richard K. Tanaka, Rosa G. Pérez, Anita L. Morris, Michael L. Burke, and Leandra Martin,  
18 hereby states as follows:

### 19 INTRODUCTION

20 1. The cornerstone of public higher education is the freedom of professors to discuss  
21 competing theories and ideas in the classroom. This precious freedom, comprised of the freedom of  
22 speech and academic freedom, guards the faculty of public colleges and universities so that they can  
23 encourage students to ask innovative questions and then answer those questions with a variety of ideas  
24 and theories. Unfortunately, at San José/Evergreen Community College District (the District) these  
25 freedoms do not exist. When Plaintiff June Sheldon, an adjunct faculty member at San José City  
26 College (SJCC), answered a student's science question during class, another student complained about  
27 being "offended" by the answer. Instead of protecting Ms. Sheldon's right to answer the question,  
28 Defendants fired her.

29 2. By terminating Ms. Sheldon for answering a student's question in class, Defendants  
30 violated her First Amendment rights to freedom of speech, academic freedom, and protection from  
31 retaliation, as well as her Fourteenth Amendment rights to due process and equal protection of law.

1 Defendants committed all of the actions alleged herein while acting under color of state law.  
2 Defendants must be held accountable for their unconstitutional actions, restore Ms. Sheldon's job, and  
3 compensate Ms. Sheldon for violating her constitutional rights.

#### 4 JURISDICTION AND VENUE

5 3. This action raises federal questions under the First and Fourteenth Amendments to the  
6 United States Constitution and the Civil Rights Act of 1871, 42 U.S.C. § 1983.

7 4. This Court has original jurisdiction over these federal claims pursuant to 28 U.S.C. §§  
8 1331 and 1343.

9 5. This Court has authority to award the requested declaratory relief under 28 U.S.C. §  
10 2201; the requested injunctive relief under 28 U.S.C. § 1343(3); the requested damages under 28  
11 U.S.C. § 1343(3); and attorneys' fees under 42 U.S.C. § 1988.

12 6. Venue is proper under 28 U.S.C. § 1391 in the Northern District of California because a  
13 substantial part of the actions or omissions giving rise to this case occurred within the Northern District  
14 and at least one Defendant resides in the Northern District.

#### 15 INTRADISTRICT ASSIGNMENT

16 7. Pursuant to Civil L.R. 3-2(c)-(e) & 3-5, this is a civil rights case, in a non-excepted  
17 category, suitable for assignment to the San Jose division because the civil action arose in Santa Clara  
18 County.

#### 19 PLAINTIFF

20 8. Plaintiff June Sheldon is a resident of Soquel, California. She is a former adjunct  
21 lecturer at SJCC in the District.

#### 22 DEFENDANTS

23 9. Defendants Balbir Dhillon, Maria Fuentes, Autumn Gutierrez, Richard Hobbs, Ronald J.  
24 Lind, Randy Okamura, and Richard K. Tanaka are, and were at all times relevant to this Complaint,  
25 members of the Board of Trustees of the District. These Defendants' duties include the adoption of rules  
26 and regulations pursuant to Cal. Educ. Code § 70902 that govern the California state community colleges,  
27 including SJCC, and making final faculty employment decisions. These Defendants acted under color of  
28

1 state law when they violated Ms. Sheldon's First and Fourteenth Amendment rights. They are each sued in  
2 their individual and official capacities.

3 10. Defendant Rosa G. Pérez is, and was at all times relevant to this Complaint, Chancellor  
4 of the District. Chancellor Pérez's duties include the oversight of the District, including SJCC, the  
5 execution of policies and regulations that govern the District, and decision-making concerning faculty  
6 employment. Defendant Pérez acted under color of state law when she violated Ms. Sheldon's First  
7 and Fourteenth Amendment rights. She is sued in her official and individual capacities.

8 11. Defendant Anita L. Morris is, and was at all times relevant to this Complaint, Vice  
9 Chancellor of Human Resources for the District. Vice Chancellor Morris' duties include the oversight  
10 of the District, including SJCC, the execution of policies and regulations that govern the District, and  
11 decision-making concerning faculty employment. Defendant Morris acted under color of state law  
12 when she violated Ms. Sheldon's First and Fourteenth Amendment rights. She is sued in her official  
13 and individual capacities.

14 12. Defendant Michael L. Burke is, and was at all times relevant to this Complaint,  
15 President of SJCC, a community college in the District. President Burke's duties include the oversight  
16 of SJCC, the execution of policies and regulations that govern the college, and decision-making  
17 concerning faculty employment. Defendant Burke acted under color of state law when he violated Ms.  
18 Sheldon's First and Fourteenth Amendment rights. He is sued in his official and individual capacities.

19 13. Defendant Leandra Martin is, and was at all times relevant to this Complaint, Dean of  
20 the Division of Math and Science at SJCC. Ms. Martin's duties include overseeing division  
21 administration and employment, including the policies and procedures that govern the college.  
22 Defendant Martin acted under color of state law when she violated Ms. Sheldon's First and Fourteenth  
23 Amendment rights. She is sued in her official and individual capacities.

#### 24 **FACTUAL BACKGROUND**

##### 25 **A. MS. SHELDON'S TEACHING CAREER AT THE DISTRICT**

26 14. June Sheldon received a bachelor's degree from San José State University in Molecular  
27 Biology in 1975 and a master's degree in Biology from San José State University in 1978.



1           15. Ms. Sheldon was an adjunct faculty member at SJCC from January 2004 to February  
2 15, 2008.

3           16. From 2004 until the fall of 2007, Ms. Sheldon taught classes in biology and  
4 microbiology in the Division of Math and Science at SJCC.

5           17. SJCC is one of two California community colleges operated by the District. The other  
6 college operated by the District is Evergreen Valley College.

7           18. Ms. Sheldon taught at Evergreen Valley College from 1986 to 1993 in the Division of  
8 Math, Science, and Engineering, specifically teaching chemistry and biology.

9           19. During her employment by the District, Ms. Sheldon's work performance was  
10 satisfactory and she was never disciplined until the instance that is the subject of this lawsuit.

11           20. Ms. Sheldon has received research grants from the National Science Foundation, has  
12 authored university course materials, and has received teaching and research awards.

13           21. Course evaluations given by students for classes she taught in spring 2006, fall 2006,  
14 and spring 2007, indicate that Ms. Sheldon was a good professor. The vast majority of students  
15 indicated that Ms. Sheldon knew the subject matter of her courses; she encouraged students to ask  
16 questions; she encouraged individual thinking and differences of opinion; and she conducted her  
17 classes fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.

18           22. In 2006, the District paid Ms. Sheldon approximately thirty-two thousand dollars  
19 (\$32,000.00) in compensation for her teaching services.

20           23. In 2007, the District paid Ms. Sheldon approximately thirty-eight thousand dollars  
21 (\$38,000.00) in compensation for her teaching services.

22                   **B. THE JUNE 21, 2007 HUMAN HEREDITY CLASS.**

23           24. Ms. Sheldon taught SJCC's Human Heredity course (BIOL-061-101) during the  
24 summer 2007 semester.

25           25. The course included instruction in the role of genetics in medicine, agriculture, and  
26 recombinant DNA technology, and it provided an understanding of the biology of human genetics for  
27 non-science majors. A few of the course goals included students learning how to research human  
28

1 genetic disorders using the internet, recognize genetic disorders and models of inheritance, and predict  
2 the risk of inheritance of various genetic disorders.

3 26. The Human Heredity course used the seventh edition of a textbook entitled *Human*  
4 *Genetics: Concepts and Applications* by Ricki Lewis.

5 27. On June 21, 2007, Ms. Sheldon lectured on Mendelian inheritance based on Chapter 4  
6 of the course's textbook. Prior to the lecture Ms. Sheldon gave her students a quiz on Chapter 3 of the  
7 textbook and discussed about five to ten (5–10) minutes of the preceding day's content.

8 28. After the quiz, but before the lecture, a student asked Ms. Sheldon how heredity affects  
9 homosexual behavior in males and females. The student's question was based on a quiz question that  
10 was based on the textbook's materials and Ms. Sheldon's previous investigation of the topic.

11 29. Even though the course covered the topic of homosexual behavior in males and females  
12 later in Chapter 6 of the textbook, Ms. Sheldon answered the student's question by noting the  
13 complexity of the issue, providing a genetic example mentioned in the textbook, and referring the  
14 students to the perspective of a German scientist. At the time, Ms. Sheldon could not remember the  
15 name of this scientist. Afterward she recalled it was Dr. Gunter Dörner.

16 30. In answering the student's question, Ms. Sheldon noted that a German scientist (Dr.  
17 Dörner) found a correlation between maternal stress, maternal androgens, and male homosexual  
18 orientation at birth. As to female homosexual conduct, Ms. Sheldon stated that she was unaware of the  
19 German scientist (Dr. Dörner) finding a correlation between female homosexual conduct, maternal  
20 stress, and maternal androgens in producing female homosexual orientation at birth. She referenced  
21 that the German scientist's (Dr. Dörner) views were only one set of theories in the nature versus  
22 nurture debate.

23 31. Dr. Gunter Dörner is a well-known German scientist in the nature versus nurture debate  
24 about the determination of sexual orientation. Dr. Dörner's research is found through the *Online*  
25 *Mendelian Inheritance in Man* website, <http://www.ncbi.nlm.nih.gov/sites/entrez?db=omim> that is  
26 referred to by the textbook.

27 32. Ms. Sheldon also briefly described what the class would learn in Chapter 6, which is  
28

1 that homosexual behavior may be influenced by both genes and the environment. She did not go into  
2 depth on this topic because the class was scheduled to reach it during Chapter 6 of the textbook two  
3 class periods later. A copy of Ms. Sheldon's Chapter 6 PowerPoint lecture is attached as Exhibit 1 to  
4 this Complaint.

5 33. Ms. Sheldon got her information about Dr. Dörner from a Stanford University database  
6 in the medical library and confirmed her findings through the Human Heredity textbook.

7 34. Ms. Sheldon's answer to the student's in-class question addressed a matter of public  
8 concern.

9 35. Ms. Sheldon's answer to the student's in-class question was protected speech.

#### 10 C. THE ALLEGED STUDENT "COMPLAINT"

11 36. On or about August 2, 2007, SJCC's Dean of Division of Math and Science, Defendant  
12 Leandra Martin, sent Ms. Sheldon an email regarding an alleged "student complaint" she received. A  
13 copy of Defendant Martin's August 2, 2007 email to Ms. Sheldon is attached as Exhibit 2 to this  
14 Complaint.

15 37. Ms. Sheldon requested a summary of the alleged student complaint from Defendant  
16 Martin. Defendant Martin advised that the complaint was "from a student. Because of the nature of  
17 the complaint I would rather discuss it with you in person rather than by e-mail." (See Compl. Ex. 2.)

18 38. Defendant Martin did not advise whether the alleged complaint was made pursuant to  
19 the District's non-discrimination policy or a "community complaint" procedure outlined in the  
20 District's Collective Bargaining Agreement.

#### 21 D. THE DISTRICT'S POLICIES

22 39. The District is organized under Cal. Educ. Code §§ 70900–70903.

23 40. The District serves approximately 20,000 students each semester.

24 41. The District is governed by the Board of Trustees pursuant to Cal. Educ. Code § 70902.

25 42. The Board of Trustees issues Board Policies that govern the District, including SJCC.

26 43. Board Policy 1300, the District Vision Statement, contains the following statement:  
27 "Competent, well-rounded, resourceful, and intellectually versatile students are the single most  
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1 important indicators that we truly are meeting the goals of our collective vision.” A copy of Board  
2 Policy 1300 is attached as Exhibit 3 to this Complaint.

3 44. Board Policy 1300 also contains the following statement: “In pursuit of this vision, the  
4 San Jose/Evergreen Community College District will: . . . Recruit, employ, value, and support a  
5 dedicated and highly qualified and diverse faculty. . . .” (See Compl. Ex. 3 § 12.)

6 45. The Board of Trustees delegates some governing authority to the Chancellor, Defendant  
7 Pérez, pursuant to Cal. Educ. Code § 70902(d).

8 46. Board Policy 2430, “Delegation of Authority to Chancellor,” contains the following  
9 statement:

10 The Board delegates to the Chancellor the executive responsibility for administering the  
11 policies adopted by the Board and executing all decisions of the Board requiring  
administrative action.

12 The Chancellor may delegate any powers and duties entrusted to him or her by the  
13 Board including the administration of the colleges, but will be specifically responsible  
14 to the Board for the execution of such delegated powers and duties.

15 The Chancellor is empowered to reasonably interpret Board policy. In situations where  
16 there is no Board policy direction, the Chancellor shall have the power to act, but such  
decisions shall be subject to review by the Board. . . .

17 . . .

18 The Chancellor shall ensure that all relevant laws and regulations are complied with,  
19 and that required reports are submitted in timely fashion.

20 . . .

21 The Chancellor shall act as the professional advisor to the Board in policy formation.

22 A copy of Board Policy 2430 is attached as Exhibit 4 to this Complaint.

23 47. The Board of Trustees is also responsible under Cal. Educ. Code 70902(b)(4) to  
24 “employ and assign all personnel not inconsistent with the minimum standards adopted by the board of  
25 governors, and establish employment practices, salaries, and benefits for all employees not inconsistent  
26 with the laws of this state.”

27 48. The Board of Trustees is required under Cal. Admin. Code tit. 5, § 51023 to “adopt a  
28

1 policy statement on academic freedom which shall be made available to faculty,” and “substantially  
2 comply with district adopted policy and procedures adopted. . . .”

3 49. Proposed Board Policy 4030, “Academic Freedom,” contains the following statement:

4 Institutions of higher learning exist for the common good and not to further the interest  
5 of either the individual instructor or the institution as a whole. The common good  
6 depends on the free search for truth and its free expression; to this end, faculty and  
7 students hold the right of full freedom of inquiry and expression.

8 Academic freedom is essential to these purposes and applies to both teaching and  
9 research. Freedom is fundamental to the protection of the rights of the teacher in  
10 teaching and of the student in learning.

11 Academic freedom cannot be separated from academic and professional responsibility.

12 Instructors

13 The instructor has the right to study and investigate, interpret his/her findings and  
14 express resulting conclusions to students. The instructor has the responsibility to be  
15 thorough in his/her investigations and to draw conclusions supported by the findings.  
16 Because human knowledge is limited and changeable, the instructor may present views  
17 which are controversial and evaluate opinions held by others while simultaneously  
18 respecting and valuing their right of their free expression.

19 The Board of Trustees approved Proposed Board Policy 4030 in March 2008. A copy of Proposed  
20 Board Policy 4030 is attached as Exhibit 5 to this Complaint.

21 50. Proposed Board Policy 4030 replaces Board Policy 6080.401, “Standards of Rights  
22 Freedoms and Responsibilities,” which contained the following statement:

23 Instructors

24 The instructor has the right to study and investigate, interpret his/her findings and  
25 express resulting conclusions to students. The instructor has the responsibility to be  
26 thorough in his/her investigations and to draw conclusions supported by the findings.  
27 Because human knowledge is limited and changeable, the instructor may present views  
28 which are controversial and evaluate opinions held by others while simultaneously  
respecting the right of their free expression.

The same academic freedom rights for faculty are contained in Proposed Board Policy 4030 and  
former Board Policy 6080.401.

**E. THE DISTRICT'S COLLECTIVE BARGAINING AGREEMENT**

51. The District is party to a Collective Bargaining Agreement (CBA) with Faculty Association AFT 6157. A copy of the July 1, 2006 through June 30, 2009 Collective Bargaining Agreement is attached as Exhibit 6 to this Complaint.

52. All faculty employed by the District, whether tenured faculty, tenure track faculty, adjunct instructional faculty, or adjunct non-instructional faculty, are included in the Faculty Association and are parties to the CBA. (See Compl. Ex. 6 § 1.1.1.)

53. Article 4 of the CBA, "Additional Faculty Member Rights," contains a section on Academic Freedom that contains the following statement:

4.6.1 Institutions of higher learning exist for the common good and not to further the interest of either the individual instructor or the institution as a whole. The common good depends on the uninhibited search for truth and its open expression, and to this end both faculty and students must hold the right of full freedom of inquiry and expression.

4.6.2 Academic freedom is equally essential to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom is fundamental to the protection of the rights of the instructor in teaching and to the student in learning.

4.6.3 Academic freedom cannot be separated from academic and professional responsibility.

4.6.4 Instructors have the right to study and investigate, to interpret their findings, and express conclusions. Instructors may present views that are controversial and may evaluate opinions held by others, while respecting the right of free expression.

Academic freedom does not include use of discriminatory, discourteous, offensive, abusive conduct or language toward students, supervisors, other employees, or the public while in performance of District employment.

(See Compl. Ex. 6 § 4.6.)

54. The CBA does not define "discriminatory," "discourteous," "offensive," or "abusive conduct or language." None of Ms. Sheldon's statements in class on June 21, 2007 were discriminatory, discourteous, offensive, or abusive.

55. Article 9 of the CBA, "Adjunct Faculty and Substitutes," contains a section on Seniority Rehire Rights that contains the following statement: "Adjunct faculty assigned a 33% or more load (not



1 to exceed 60% pursuant to Education Code Section 87482.5) may be granted Seniority Rehire Preference  
2 (SRP). SRP status provides a qualified adjunct faculty member with seniority rehire preference rights  
3 over other less senior adjunct faculty within the division." (See Compl. Ex. 6 § 9.12.1.)

4 56. Ms. Sheldon was listed on the District's Seniority Rehire Preference list.

5 57. Article 23 of the CBA, "Community Complaints/Discipline/Rare and Compelling  
6 Circumstances," outlines the procedures followed when a student, parent, or community member  
7 wants to lodge a complaint against a District faculty member. (See Compl. Ex. 6 § 23.1.)

8 58. A complaint about a faculty member is presented to the "faculty member by the  
9 administrator receiving the complaint as soon as possible but no later than ten (10) district instructional  
10 days." (See Compl. Ex. 6 § 23.1.)

11 59. The CBA contains the following statements:

12 The immediate administrator and the faculty member shall meet to review the  
13 complaint. At the request of the faculty member, a Faculty Association officer or  
14 member may accompany the faculty member to the meeting. The immediate  
15 administrator shall also meet with the complainant to clarify the issue. If deemed  
16 necessary by the administrator, a meeting shall be scheduled with both the faculty  
17 member and the complainant in an effort to resolve the complaint. The faculty member  
18 shall attend any such meetings called by the administrator.

17 If the matter is not resolved at the meeting to the satisfaction of the complainant, the  
18 complaint shall be put in writing to the faculty member, with a copy to the faculty  
19 member's immediate administrator.

19 If the faculty member believes the complaint is false and/or based on hearsay, an  
20 inquiry may be initiated to determine the validity of such complaint. . . .

21 (See Compl. Ex. 6 §§ 23.1.1-3.)

22 60. The District disciplines faculty pursuant to an informal progressive discipline schedule,  
23 beginning with verbal reprimand and ending with written reprimand.

24 61. The District also enforces a Harassment and Unlawful Discrimination policy that allows  
25 persons subject to harassment or discrimination to file either an informal or a formal complaint with  
26 the District. A copy of the District's Interim Administrative Procedures: Investigation and Resolution  
27 of Complaints Regarding Harassment and Unlawful Discrimination policy is attached as Exhibit 7 to  
28 this Complaint.

1           62. Ms. Sheldon was not charged with either a CBA § 23.1 "community complaint" or a  
2 Harassment and Unlawful Discrimination policy complaint. Ms. Sheldon never received a verbal or  
3 written reprimand pursuant to the progressive discipline schedule.

4                           **F. THE DISTRICT'S "INVESTIGATION."**

5           63. On or about September 6, 2007, Ms. Sheldon met with Defendant Martin, Lois Lund  
6 (Dean of the Division of Language Arts at SJCC), Barbara Hanfling (Executive Director, AFT 6157),  
7 and Deborah DeLaRosa (Grievance Officer, AFT 6157) to discuss the alleged student "complaint."

8           64. The attendance of Ms. Lund and Ms. DeLaRosa at the meeting violated CBA § 23.1.1.

9           65. Defendant Martin presented Ms. Sheldon with a copy of an unsigned and undated  
10 "complaint." Defendant Martin wrote the date July 25, 2007, on the "complaint." A copy of the  
11 unsigned "complaint" handed to Ms. Sheldon is attached as Exhibit 8 to this Complaint.

12           66. On information and belief, the unnamed complainant was Caitlin Ferrell.

13           67. The "complaint" alleged that on June 21st during the Human Heredity class, Ms.  
14 Sheldon discussed the chapter 3 contents and "began to talk about something that had no mention in  
15 the textbook." The complainant stated that she "found many parts of her lecture highly offensive and  
16 unscientific," specifically referring to Ms. Sheldon's answers to the student's question about  
17 homosexual behavior and heredity research. The "complaint" ends with the following statement:  
18 "Even after a month of waiting to cool down, I am still horribly offended." (*See* Compl. Ex. 8.)

19           68. Defendant Martin never indicated in writing what type of "complaint" had been filed.  
20 However, she verbally indicated at the beginning of the September 6th meeting that a student was  
21 willing to file a sexual orientation discrimination complaint. No such complaint was filed.

22           69. The June 21st lecture involved Medelian inheritance, not development as the  
23 "complaint" stated.

24           70. Human heredity as related to homosexual behavior is discussed in Chapter 6 of the  
25 Human Heredity course textbook.

26           71. The alleged student who made the alleged "complaint" dropped Ms. Sheldon's class at  
27 9:06 a.m. on June 21, 2007. The Human Heredity class met that day from 9:00 a.m. to 11:05 a.m. The  
28

1 alleged student dropped Ms. Sheldon's class using a Faculty Requested Drop, but Ms. Sheldon did not  
2 fill out or file any papers to drop a student from her class on June 21, 2007.

3 72. Ms. Sheldon left the September 6th meeting with Defendant Martin with the impression  
4 that the alleged "complaint" would be resolved in a manner consistent with the District's informal  
5 resolution procedures outlined in the CBA Community Complaint procedures or Harassment and  
6 Unlawful Discrimination policy.

7 73. Although Ms. Sheldon requested to meet with the student complainant to resolve the  
8 student's alleged concerns, she was not asked to participate in an informal resolution meeting with the  
9 alleged student complainant.

10 74. On or about September 10, 2007, Ms. de la Rosa sent an email to Defendant Martin,  
11 Ms. Hanfling, Ms. Sheldon, and herself discussing the September 6th meeting. Ms. DeLaRosa wrote  
12 that during the meeting the group discussed the alleged student "complaint," academic freedom rights,  
13 and prevailing mainstream scientific thought. She noted that Ms. Sheldon would meet with  
14 appropriate full time biology instructors and discuss the following questions: "How are controversial  
15 issues, such as race, gender and sexual preference, as they relate to course curriculum presented or  
16 taught in the classroom? What criteria is [sic] used to present these issues in a fair and objective  
17 manner?" Ms. DeLaRosa also wrote that "it is important that this initial meeting and a follow-up  
18 meeting take place over the next month so this complaint and process does not drag on." Ms.  
19 DeLaRosa also noted that Defendant Martin will contact the student complainant and let her know that  
20 a meeting with Ms. Sheldon took place and that an investigation was under way. A copy of Ms.  
21 DeLaRosa's September 10, 2007 email to Defendant Martin and others is attached as Exhibit 9 to this  
22 Complaint.

23 75. At the September 6th meeting, Ms. Sheldon said she would be willing to discuss with her  
24 colleagues the topic of mainstream scientific thought, and only after Thanksgiving, because she wanted  
25 time to gather Dr. Dörner's research and other research so that she could present it to the faculty.

26 76. Ms. Sheldon has always presented scientific issues and topics in a fair and objective  
27 manner in class.  
28

1           77. Out of a desire to show her commitment to her students and the District's policies, on  
2 October 19, 2007, Ms. Sheldon attended a class entitled "Teaching to A Culturally Diverse Student  
3 Population" at De Anza College in the Foothill-De Anza Community College District.

4           78. Ms. Hanfling notified Defendant Martin that Ms. Sheldon attended the diversity  
5 workshop at De Anza College. Ms. Hanfling wrote that Ms. Sheldon "took this class because she took  
6 seriously the concerns that were raised at the [September 6] meeting and hopes and anticipates that  
7 perhaps the issues that were raised at the meeting could be better taken care of through her taking more  
8 classes on diversity which could be mutually agreed upon." Ms. Hanfling also stated that Ms. Sheldon  
9 respectfully requested not to meet with the other science faculty members because she was concerned  
10 about the fairness and objectivity of the proposed meeting. A copy of Barbara Hanfling's October 22,  
11 2007, email to Defendant Martin is attached as Exhibit 10 to this Complaint.

12           79. Defendant Martin never acknowledged receipt of Hanfling's email or Ms. Sheldon's  
13 desire to alleviate the alleged student complainant's concerns.

14           80. On October 19, 2007, Defendant Martin sent Ms. Sheldon an email offering her a  
15 teaching assignment for the spring 2008 semester. The email did not mention the student "complaint"  
16 and employment was not contingent on some sort of disciplinary condition. A copy of Defendant  
17 Martin's October 19, 2007 email to Ms. Sheldon is attached as Exhibit 11 to this Complaint.

18           81. On October 22, 2007, Ms. Sheldon emailed Defendant Martin and accepted the teaching  
19 assignment for the spring 2008 semester. A copy of Ms. Sheldon's October 22, 2007 email to  
20 Defendant Martin is attached as Exhibit 12 to this Complaint.

21           82. In reliance on the teaching assignment, Ms. Sheldon made financial and professional  
22 plans for the spring 2008 semester. She determined that she would not need to seek alternate  
23 employment because SJCC promised to employ her.

24           83. On December 6, 2007, Defendant Martin issued a letter that concluded her  
25 "investigation" into the alleged student "complaint." Defendant Martin wrote that during her September  
26 6, 2007 meeting with Ms. Sheldon, "June [Sheldon] admitted stating in her Human Heredity course that  
27 mistreatment to pregnant women at a certain point in the pregnancy can cause male homosexuality. She  
28

1 also stated that there was no such thing as true female homosexuality. She stated that she believed that  
2 her opinions were consistent with mainstream scientific thought by the biology community." A copy of  
3 Defendant Martin's December 6, 2007 letter is attached as Exhibit 13 to this Complaint.

4 84. Ms. Sheldon actually stated to her class that stress imposed on pregnant women could  
5 cause male homosexual behavior, according to a German scientist's (Dr. Dörner) research, but that the  
6 topic was complex. Defendant Martin took the female homosexuality issue out of context. Ms.  
7 Sheldon was unaware of any research by Dr. Dörner on the topic of female homosexual behavior.

8 85. The letter also noted that Defendant Martin met individually with the four full-time  
9 biology faculty members at SJCC.

10 86. Defendant Martin wrote that she

11 asked each faculty member two questions. The first question was about their perception  
12 of the mainstream scientific thought on the nature versus [sic] nurture question of  
13 homosexuality. The second question was on their perception about the scientific  
14 validity of the statement that there were no true female homosexuals. All four faculty  
15 members expressed the same perception that the nature versus nurture question was  
16 very complex and current scientific thought indicated that a combination of genetic and  
17 environmental factors were involved in homosexuality. Three of the faculty members  
18 strongly felt that the scientific community was in agreement that there were female  
19 homosexuals. The fourth faculty member stated that she had done no reading and had  
20 no information on that particular scientific topic.

21 (See Compl. Ex. 13.)

22 87. Defendant Martin also wrote that the textbook used in Ms. Sheldon's Human Heredity  
23 course "clearly stated that the causes for homosexuality were a subject of debate in the scientific  
24 community." (See Compl. Ex. 13.)

25 88. Ms. Sheldon never disputed the answers given by the four full-time biology faculty  
26 members at SJCC. Her statements in class on June 21, 2007 were similar to the views of the four full-  
27 time biology faculty members.

28 89. Nevertheless, Defendant Martin wrote that "based on my investigation I conclude that June  
Sheldon was teaching misinformation as science in a science course. I feel that these statements were  
grievous enough to warrant withdrawing her SRP status and Spring 08 assignment." (See Compl. Ex. 13.)

90. Defendant Martin made her determination and sent her letter while acting under color of

1 state law.

2 91. Ms. Sheldon's answer to the student's question about heredity and homosexual behavior  
3 was the motivating factor for Defendant Martin deciding to remove Ms. Sheldon's seniority rehire  
4 preference and Spring 2008 teaching assignment. Defendant Martin would not have made the same  
5 decision absent Ms. Sheldon's answer to the student's question on June 21, 2007.

6 92. Ms. Sheldon never received a verbal reprimand, written warning, or written reprimand  
7 pursuant to the community complaint procedures outlined in the CBA or the District's Harassment and  
8 Unlawful Discrimination policy.

9 93. On December 18, 2007, Ms. Hanfling sent Defendant Martin an email requesting a  
10 response regarding the "complaint" against Ms. Sheldon. Ms. Hanfling discussed Ms. Sheldon's  
11 spring 2008 teaching assignment and the diversity class she took at De Anza College. She also wrote:  
12 "More than 90 days have passed since our initial meeting and there has been no movement from the  
13 student toward anything formal. We need to find out what the status of the complaint is at this time  
14 and why." A copy of Barbara Hanfling's December 18, 2007 email to Defendant Martin is attached as  
15 Exhibit 14 to this Complaint.

16 94. On December 19, 2007, Defendant Martin responded to Ms. Hanfling's email by stating  
17 "[t]his matter is now being handled by the HR department. A letter was mailed via Federal Express to  
18 June Sheldon yesterday." A copy of Defendant Martin's December 19, 2007 email to Barbara  
19 Hanfling is attached as Exhibit 15 to this Complaint.

20 **G. THE DISTRICT'S UNCONSTITUTIONAL TERMINATION OF MS. SHELDON.**

21 95. On December 18, 2007, Defendant Anita Morris, the District's Vice Chancellor of  
22 Human Resources, sent a letter to Ms. Sheldon concerning a "Student Complaint." A copy of  
23 Defendant Morris' December 18, 2007 letter to Ms. Sheldon is attached as Exhibit 16 to this  
24 Complaint.

25 96. The letter states: "[D]uring the Fall 2007 semester, we received a student complaint  
26 regarding statements you made in your Human Heredity regarding homosexuality. An investigation  
27 has sustained the complaint." (See Compl. Ex. 16.)



1        97. The letter also states that “the District is entitled to remove you from the adjunct  
2 seniority rehire preference list (“SRP”) on the basis of a student complaint. Please be advised that the  
3 District has exercised its rights, and you are now removed from the SRP.” (See Compl. Ex. 16.)

4        98. The District may only remove adjunct seniority rehire preference on the basis of a  
5 faculty member needing to improve performance or performance problems substantiated by multiple  
6 student complaints or surveys. (See CBA § 9.12.5.)

7        99. One informal student complaint is an insufficient basis for removing an adjunct faculty  
8 member from the seniority rehire preference list.

9        100. Finally, the letter stated that “the District has an independent right pursuant to  
10 Education Code section 87665 to terminate adjunct employees without cause at the end of any day or  
11 week. Thus, I am also advising you that pursuant to Section 87665 you are hereby terminated, subject  
12 to final approval of the Board of Trustees. This matter will go before the Board at its next regularly  
13 scheduled meeting on January 8, 2008.” (See Compl. Ex. 16.)

14        101. Defendant Morris’ letter and determination was made while acting under color of state law.

15        102. Ms. Sheldon’s answer to the student’s question about heredity and homosexual behavior  
16 was the motivating factor for Defendant Morris deciding to terminate Ms. Sheldon’s employment.  
17 Defendant Morris would not have made the same decision absent Ms. Sheldon’s answer to the  
18 student’s question on June 21, 2007.

19        103. The Board of Trustees’ review of Ms. Sheldon’s employment was subsequently  
20 removed from the January 8, 2008 Board of Trustees’ agenda.

21        104. On or about January 8, 2008, Anu Kotha, a student in Ms. Sheldon’s fall 2007  
22 Microbiology class, delivered a letter to Defendant Martin. The letter contained a handwritten note from  
23 Kotha stating that some students from the fall 2007 Microbiology class noticed that Ms. Sheldon was not  
24 listed as teaching in spring 2008 and wanted Defendant Martin to know about their concern. Enclosed  
25 with the handwritten letter is a letter from the “Students of Micro Lab” stating that Sheldon was an  
26 “excellent teacher,” an “excellent lab teacher with loads of knowledge,” who was “very very patient even  
27 with some dumb questions we asked,” and that the class wanted to “strongly recommend her as an  
28

1 excellent Micro lab instructor.” The letter is signed by sixteen (16) students from the class. A copy of  
2 Anu Kotha’s January 8, 2008 letter to Defendant Martin is attached as Exhibit 17 to this Complaint.

3 105. On February 1, 2008, Defendant Morris sent Ms. Sheldon a letter regarding her right to  
4 request an open session of the Board of Trustees meeting on February 12, 2008 when the Board was  
5 scheduled to vote on whether Ms. Sheldon would be released from her teaching position. This letter  
6 was subsequently placed in Ms. Sheldon’s employment file. A copy of Defendant Morris’ February 1,  
7 2008 letter to Ms. Sheldon is attached as Exhibit 18 to this Complaint.

8 106. On February 6, 2008, the Foundation for Individual Rights in Education (FIRE) sent a  
9 letter to Defendant Tanaka, the other members of the District Board of Trustees, Defendant Pérez, and  
10 Ms. Morris, advising them that if the District terminated Ms. Sheldon it would violate her rights to  
11 academic freedom and due process. Defendant Tanaka and the other recipients of the letter never  
12 responded to FIRE. A copy of FIRE’s February 6, 2008 letter to Defendant Tanaka is attached as  
13 Exhibit 19 to this Complaint.

14 107. On February 7, 2008, Defendant Morris sent a second letter to Ms. Sheldon regarding  
15 her right to request that her termination hearing be held in open session of the District’s Board of  
16 Trustees meeting on February 12, 2008.

17 108. Ms. Morris also wrote: “Chancellor Pérez, intends to recommend to the Board of  
18 Trustees that you be released from your temporary teaching position, effective immediately.” A copy of  
19 Defendant Morris’ February 7, 2008 letter to Ms. Sheldon is attached as Exhibit 20 to this Complaint.

20 109. On February 12, 2008, at a regularly scheduled District Board of Trustees meeting,  
21 Defendant Michael L. Burke recommended that the Board of Trustees terminate Ms. Sheldon  
22 immediately based on the alleged complaint and offense experienced by one unnamed student.  
23 Defendants Balbir Dhillon, Maria Fuentes, Autumn Gutierrez, Richard Hobbs, Richard K. Tanaka,  
24 Rosa Pérez, Michael L. Burke, and Leandra Martin were in attendance at the meeting.

25 110. Defendant Burke’s decision and recommendation was made while acting under color of  
26 state law.

27 111. Counsel for Ms. Sheldon addressed the Board of Trustees and informed them that  
28

1 terminating Ms. Sheldon based on an alleged student "complaint" and what she said during class  
2 violated her First Amendment rights to free speech and academic freedom. Ms. Sheldon also  
3 submitted written materials in her defense.

4 112. During the Board of Trustees meeting, Defendants Dhillon, Fuentes, Gutierrez, Hobbs,  
5 and Tanaka reviewed evidence submitted by Ms. Sheldon in her defense and then voted unanimously  
6 during closed session to terminate Ms. Sheldon. A copy of the minutes from the Board of Trustees'  
7 February 12, 2008 meeting is attached as Exhibit 21 to this Complaint.

8 113. Defendants Dhillon, Fuentes, Gutierrez, Hobbs, Lind, Okamura, and Tanaka are final  
9 decision makers for the District. Their decision on February 12, 2008, was made while acting under  
10 color of state law.

11 114. Ms. Sheldon's answer to the student's question about heredity and homosexual behavior  
12 was the motivating factor for Defendants Dhillon, Fuentes, Gutierrez, Hobbs, Lind, Okamura, and  
13 Tanaka's decision to terminate Ms. Sheldon's employment. Defendants Dhillon, Fuentes, Gutierrez,  
14 Hobbs, Lind, Okamura, and Tanaka would not have made the same decision absent Ms. Sheldon's  
15 answer to the student's question on June 21, 2007.

16 115. On February 14, 2008, Defendant Morris sent Ms. Sheldon a letter confirming that the  
17 District's Board of Trustees voted at the February 12, 2008 meeting to release Ms. Sheldon from her  
18 teaching position. The Board of Trustees action took effect February 13, 2008. A copy of Defendant  
19 Morris' February 14, 2008 letter to Ms. Sheldon is attached as Exhibit 22 to this Complaint.

20 116. On February 14, 2008, Defendant Pérez sent Ms. Sheldon a letter confirming that during  
21 the February 12, 2008 Board of Trustees meeting, the Board of Trustees "did accept your written materials;  
22 they were distributed to each member; and the members had the opportunity to review the material prior to  
23 making their final determination" regarding Ms. Sheldon's employment. A copy of Defendant Pérez's  
24 February 14, 2008 letter to Ms. Sheldon is attached as Exhibit 23 to this Complaint.

25 117. On information and belief, other adjunct lecturers and faculty in the District have not  
26 been investigated and terminated for answering a student's question about class material.

27 118. On March 20, 2008, Ms. Sheldon timely filed a Level I grievance pursuant to CBA §  
28

1 3.2.5. A copy of Ms. Sheldon's Level I grievance is attached as Exhibit 24 to this Complaint.

2 119. Article 3 of the CBA, "Complaint/Grievance Procedure," outlines the process and rights  
3 faculty members have in filing a complaint or grievance against a decision of the District or its  
4 employees. (See Compl. Ex. 6 § 3.)

5 120. The Complaint/Grievance Procedure contains the following statement: "A grievance is  
6 a written complaint by a faculty member (or other proper party as defined in Section 3.3) regarding a  
7 violation or misapplication by the District, its officers, or agents of this contract. Resolution of matters  
8 for which other procedures are specifically provided by Federal or State law shall be undertaken  
9 through the appropriate procedures." (See Compl. Ex. 6 § 3.1.4.)

10 121. When a faculty member wishes to initiate a grievance, he or she files a notice of the  
11 grievance "with the Vice Chancellor of Human Resources with copies [sent] to the President of the  
12 Faculty Association and the college President." (See Compl. Ex. 6 § 3.2.5.) This begins Level I of the  
13 grievance process.

14 122. Upon receipt of a Level I grievance, the "immediate administrator shall communicate  
15 his/her decision to the faculty member in writing, within ten (10) days after receiving grievance,  
16 stating the administrator's reasons for the decision." (See Compl. Ex. 6 § 3.6.2.)

17 123. On April 4, 2008, Ms. Sheldon received an email letter from Defendant Martin denying  
18 her grievance. A copy of Defendant Martin's email to Ms. Sheldon is attached as Exhibit 25 to this  
19 Complaint.

20 124. After determination of a Level I grievance, the faculty member can appeal a Level I  
21 grievance to Level II.

22 125. The CBA's Complaint/Grievance Procedure contains the following statement on Level  
23 II grievances:

24 3.7.1 The grievant may appeal a Level I decision to Level II by writing to the office of  
25 the Chancellor or designee within fifteen (15) days after receiving the Level I  
26 decision. A copy of the appeal, written in the same format as outlined in Section  
27 3.2, shall be furnished to the Level I administrator and the college President.

28 3.7.2 The Chancellor or designee shall investigate the details of the grievance and  
meet with the grievant and/or a Faculty Association representative within fifteen

(15) days of receipt of the grievance appeal in order to resolve the issue.

3.7.3 The Chancellor or designee shall communicate in writing his/her decision to the grievant, the Faculty Association, and the affected administrator within fifteen (15) days after the grievance meeting(s).

(See Compl. Ex. 6 § 3.7.)

126. After determination of a Level II grievance by the District Chancellor, a grievant may file a Level III grievance only if represented by Faculty Association AFT 6157.

127. Pursuant to CBA § 3.7.1, Ms. Sheldon had fifteen (15) days to file a Level II grievance appealing Defendant Martin's decision. Days are defined as any day that the District office is open (See Compl. Ex. 6 § 3.5.1.) Fifteen (15) calendar days after April 4, 2008, is April 19, 2008.

128. Ms. Sheldon appealed the Level I denial by filing a timely Level II grievance on April 17, 2008. She delivered the grievance to the Chancellor's Office on April 17, 2008. A copy of the date-stamped Level II grievance Ms. Sheldon filed is attached as Exhibit 26 to this Complaint.

129. On June 6, 2008, Ms. Sheldon received a letter dated June 2, 2008, from Defendant Morris responding on behalf of Defendant Pérez and notifying Ms. Sheldon that her Level II grievance was denied. Defendant Morris wrote that Ms. Sheldon's Level II grievance was denied because she did not file it within fifteen (15) days of Defendant Martin's response. A copy of Defendant Morris' June 2, 2008 letter to Ms. Sheldon is attached as Exhibit 27 to this Complaint.

130. Defendants Pérez and Morris failed to address Ms. Sheldon's timely filed Level II grievance.

131. Defendants Pérez and Morris took these actions while acting under color of state law.

132. Ms. Sheldon's answer to the student's question about heredity and homosexual behavior was the motivating factor for Defendants Pérez's and Morris' decision to terminate Ms. Sheldon's employment. Defendants Pérez and Morris would not have made the same decision absent Ms. Sheldon's answer to the student's question on June 21, 2007.

#### H. THE INJURIES SUSTAINED BY MS. SHELDON

133. Each of the adverse actions outlined above, from the improper investigation of Ms. Sheldon's protected speech activities to termination of Ms. Sheldon's employment based on one

1 alleged student complaint were based in whole or in part upon her in-class statements regarding human  
2 heredity that lasted about five to ten (5–10) minutes on June 21, 2007.

3 134. Defendants' actions eliminated Ms. Sheldon's source of income, damaged her  
4 reputation, caused her physical and emotional injuries, and irreparably injured her constitutional rights  
5 to free speech, academic freedom, due process of law, and equal protection of law.

6 135. It is extremely distressing to Ms. Sheldon that her name is linked on campus (and  
7 probably elsewhere) with allegations of "offensive" conduct, unprofessional behavior, and teaching  
8 "non-science." No amount of diligence and discovery by Ms. Sheldon, in the context of litigation or  
9 otherwise, could ever determine the extent to which her name is now linked with those allegations in  
10 the minds of people, known and unknown to her.

11 136. Ms. Sheldon has also been irreparably harmed in her chosen profession as a college  
12 science teacher. Not only are accusations of offending a student and teaching non-science toxic to any  
13 opportunity for employment, especially within the public sphere for which Ms. Sheldon received her  
14 training, but public accusations like those made by Defendants poisons her opportunities in the field of  
15 higher education science teaching. While Ms. Sheldon has mitigated her damages by attempting to  
16 attain other employment, she desires reinstatement at the District under circumstances in which her  
17 constitutional rights and academic freedom will be protected. In addition, she desires damages for the  
18 injuries sustained as a result of Defendants' unlawful conduct.

19 **FIRST CAUSE OF ACTION**

20 **First Amendment Retaliation**  
21 **Violation of Freedom of Speech (42 U.S.C. § 1983)**

22 137. Plaintiff repeats and realleges each of the foregoing allegations in this Complaint.

23 138. By subjecting Ms. Sheldon to a lengthy and intrusive investigation and terminating her  
24 employment based on her protected expression in answering a student's in-class question on a matter of  
25 public concern, among other things, Defendants, by policy and practice, have retaliated against Plaintiff  
26 because of her free expression and deprived her of her ability to freely express her ideas on issues of  
27 public concern at SJCC.

28 **VERIFIED COMPLAINT**



139. Defendants, acting under color of state law and by policy and practice, knew or should have known that they explicitly and implicitly discriminated against Plaintiff for exercising her clearly established right to free speech on issues of public concern and right to academic freedom as secured by the First Amendment to the United States Constitution.

140. Because of Defendants' actions, Plaintiff has suffered, and continues to suffer, economic injury and irreparable harm. She, therefore, is entitled to an award of monetary damages, including punitive damages, and equitable relief.

141. Pursuant to 42 U.S.C. §§ 1983 and 1988, Plaintiff is entitled to declaratory and injunctive relief reinstating her employment and returning her Seniority Rehire Preference list position. Additionally, Plaintiff is entitled to monetary damages in an amount to be determined by the evidence and the Court, including her reasonable attorneys' fees and costs.

## SECOND CAUSE OF ACTION

### **Violation of Plaintiff's First Amendment Rights to Freedom of Speech & Academic Freedom (42 U.S.C. § 1983)**

142. Plaintiff repeats and realleges each of the foregoing allegations in this Complaint.

143. By subjecting Ms. Sheldon to a lengthy and intrusive investigation and terminating her employment based on her protected expression in answering a student's in-class question on a matter of public concern, among other things, Defendants, by policy and practice, have discriminated on the basis of viewpoint and content and have deprived Plaintiff of her ability to express her ideas freely on issues of public concern at SJCC.

144. Defendants, acting under color of state law and by policy and practice, knew or should have known that they explicitly and implicitly discriminated against Plaintiff for exercising her clearly established right to free speech on issues of public concern and right to academic freedom as secured by the First Amendment to the United States Constitution.

145. Because of Defendants' actions, Plaintiff has suffered, and continues to suffer, economic injury and irreparable harm. She, therefore, is entitled to an award of monetary damages, including punitive damages, and equitable relief.

146. Pursuant to 42 U.S.C. §§ 1983 and 1988, Plaintiff is entitled to declaratory and injunctive relief reinstating her employment and returning her Seniority Rehire Preference list position. Additionally, Plaintiff is entitled to monetary damages in an amount to be determined by the evidence and the Court, including her reasonable attorneys' fees and costs.

### THIRD CAUSE OF ACTION

#### **Violation of Plaintiff's Fourteenth Amendment Right to Equal Protection of Law (42 U.S.C. § 1983)**

147. Plaintiff repeats and realleges each of the foregoing allegations in this Complaint.

148. By subjecting Ms. Sheldon to a lengthy and intrusive investigation and terminating her employment based on her answer to a student's in-class question on a matter of public concern, Defendants, by policy and practice, have treated Plaintiff differently from similarly situated teachers and professors at the District and deprived Plaintiff of her ability to freely express her ideas on issues of public concern at SJCC.

149. Defendants, acting under color of state law, and by policy and practice, knew or should have known that they explicitly and implicitly discriminated against Plaintiff on the basis of viewpoint and deprived her of her clearly established right to equal protection of law as secured by the Fourteenth Amendment to the United States Constitution.

150. Because of Defendants' actions, Plaintiff has suffered, and continues to suffer, economic injury and irreparable harm. She, therefore, is entitled to an award of monetary damages, including punitive damages, and equitable relief.

151. Pursuant to 42 U.S.C. §§ 1983 and 1988, Plaintiff is entitled to declaratory and injunctive relief reinstating her employment and returning her Seniority Rehire Preference list position. Additionally, Plaintiff is entitled to monetary damages in an amount to be determined by the evidence and the Court, including her reasonable attorneys' fees and costs.

### FOURTH CAUSE OF ACTION

#### **Violation of Plaintiff's Fourteenth Amendment Right to Due Process of Law (42 U.S.C. § 1983)**

1 152. Plaintiff repeats and realleges each of the foregoing allegations in this Complaint.

2 153. By failing to explain the basis for terminating Plaintiff, disabling Plaintiff from defending  
3 herself and confronting the allegedly "offended" student prior to termination, and failing to properly  
4 entertain and respond to Plaintiff's Level II grievance under the Collective Bargaining Agreement,  
5 Defendants, by policy and practice, have denied Plaintiff due process of law and terminated her without  
6 following constitutionally and contractually mandated standards and procedures.

7 154. Defendants, acting under color of state law, and by policy and practice, knew or should  
8 have known that they explicitly and implicitly discriminated against Plaintiff on the basis of viewpoint  
9 and deprived her of her clearly established right to due process of law as secured by the Fourteenth  
10 Amendment to the United States Constitution.

11 155. Because of Defendants' actions, Plaintiff has suffered, and continues to suffer,  
12 economic injury and irreparable harm. She, therefore, is entitled to an award of monetary damages,  
13 including punitive damages, and equitable relief.

14 156. Pursuant to 42 U.S.C. §§ 1983 and 1988, Plaintiff is entitled to declaratory and  
15 injunctive relief reinstating her employment and returning her Seniority Rehire Preference list position.  
16 Additionally, Plaintiff is entitled to monetary damages in an amount to be determined by the evidence  
17 and the Court, including her reasonable attorneys' fees and costs.

18  
19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff June Sheldon respectfully requests that the Court enter judgment  
21 against Defendants Dhillon, Fuentes, Gutierrez, Hobbs, Lind, Okamura, Tanaka, Pérez, Morris, Burke,  
22 and Martin, and provide her with the following relief:

- 23 A. A declaratory judgment stating that Defendants Martin, Morris, Burke, Pérez, Dhillon,  
24 Fuentes, Guterrez, Hobbs, Lind, Okamura, and Tanaka's investigation and termination of  
25 Plaintiff's employment based on Plaintiff's protected expression violated her rights to free  
26 speech, academic freedom, due process and equal protection of law as guaranteed under the  
27 First and Fourteenth Amendments to the United States Constitution;

- 1 B. A permanent injunction requiring the Defendants to reinstate Plaintiff as an adjunct lecturer  
2 in the District at the same level of seniority or status she had before she was terminated;
- 3 C. A permanent injunction requiring the Defendants to reinstate Plaintiff to her previous  
4 status, plus any lost status, on the Seniority Rehire Preference list maintained by the  
5 Defendants;
- 6 D. An order requiring the Defendants to expunge from Plaintiff's personnel file any negative  
7 evaluations, findings, determinations, evidence, or documents relating to the District's  
8 investigation and termination;
- 9 E. Monetary compensatory damages from the Defendants in their individual capacities to  
10 compensate Plaintiff for her lost wages, damage to reputation, and physical and/or  
11 emotional injury and distress as a result of Defendants violating Plaintiff's First  
12 Amendment rights to freedom of speech and academic freedom and Fourteenth  
13 Amendment rights to due process and equal protection of law;
- 14 F. Monetary punitive damages from the Defendants in their individual capacities for their  
15 actions in violating Plaintiff's First Amendment rights to freedom of speech and academic  
16 freedom and Fourteenth Amendment rights to due process and equal protection of law;
- 17 G. Nominal damages from Defendants in their individual capacities for their actions in  
18 violating Plaintiff's First Amendment rights to freedom of speech and academic freedom  
19 and Fourteenth Amendment rights to due process and equal protection of law;
- 20 H. Plaintiff's reasonable costs and expenses of this action, including attorneys' fees, in  
21 accordance with 42 U.S.C. § 1988 and other applicable law;
- 22 I. All other further relief to which Plaintiff may be entitled; and
- 23 J. That this Court retain jurisdiction of this matter for the purpose of enforcing this Court's  
24 orders.  
25  
26  
27  
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1 Respectfully submitted this 15th day of July, 2008,

2 By:



3 DAVID J. HACKER

4 California Bar No. 249272

5 Illinois Bar No. 6283022

6 ADF CENTER FOR ACADEMIC FREEDOM

7 *Attorneys for Plaintiff*

**FED. R. CIV. P. 7.1 CORPORATE DISCLOSURE STATEMENT**

This Corporate Disclosure Statement is filed on behalf of June Sheldon in compliance with Federal Rule of Civil Procedure 7.1.

June Sheldon is an individual; she has no parent corporation and has not issued, nor will issue, publicly held stock. Thus, no other corporation holds any stock in June Sheldon.

A supplemental disclosure statement will be filed upon any change in the information provided herein.

Respectfully submitted this 15th day of July, 2008,



DAVID J. HACKER

California Bar No. 249272

Illinois Bar No. 6283022

ADF CENTER FOR ACADEMIC FREEDOM

*Attorneys for Plaintiff*




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**VERIFICATION OF COMPLAINT**

I, June Sheldon, a citizen of the United States and resident of the State of California, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that I have read the foregoing Verified Complaint and the factual allegations therein, and the facts as alleged are true and correct.

Executed this 10<sup>th</sup> day of July, 2008, at Soquel, California.

  
June Sheldon

Verified Complaint Exhibit List

- Ex. 1, Chapter 6 PowerPoint from Human Heredity Course at San Jose City College;
- Ex. 2, Leandra Martin's August 2, 2007 email to Ms. Sheldon;
- Ex. 3, San Jose/Evergreen Community College District Board of Trustees Policy 1300;
- Ex. 4, San Jose/Evergreen Community College District Board of Trustees Policy 2430;
- Ex. 5, San Jose/Evergreen Community College District Board of Trustees Policy 4030;
- Ex. 6, San Jose/Evergreen Community College District Collective Bargaining Agreement, dated July 1, 2006 through June 30, 2009;
- Ex. 7, San Jose/Evergreen Community College District Interim Administrative Procedures:  
Investigation and Resolution of Complaints Regarding Harassment and Unlawful  
Discrimination;
- Ex. 8, An unsigned alleged "complaint";
- Ex. 9, Debbie de la Rosa's September 10, 2007 email to Leandra Martin;
- Ex. 10, Barbara Hanfling's October 22, 2007, email to Leandra Martin;
- Ex. 11, Leandra Martin's October 19, 2007 email to Ms. Sheldon;
- Ex. 12, Ms. Sheldon's October 22, 2007 email to Leandra Martin;
- Ex. 13, Leandra Martin's December 6, 2008 letter to unknown recipients;
- Ex. 14, Barbara Hanfling's December 18, 2007 email to Leandra Martin;
- Ex. 15, Leandra Martin's December 19, 2007 email to Barbara Hanfling;
- Ex. 16, Anita Morris' December 18, 2007 letter to Ms. Sheldon;
- Ex. 17, Anu Kotha's January 8, 2008 letter to Leandra Martin;
- Ex. 18, Anita Morris' February 1, 2008 letter to Ms. Sheldon;
- Ex. 19, The Foundation for Individual Rights in Education's February 6, 2008 letter to Richard Tanaka;
- Ex. 20, Anita Morris' February 7, 2008 letter to Ms. Sheldon;
- Ex. 21, The minutes from the San Jose/Evergreen Community College District Board of Trustee's  
February 12, 2008 meeting;
- Ex. 22, Anita Morris' February 14, 2008 letter to Ms. Sheldon;

1 Ex. 23, Rosa Pérez's February 14, 2008 letter to Ms. Sheldon;  
2 Ex. 24, Ms. Sheldon's Level I grievance, dated March 20, 2008;  
3 Ex. 25, Leandra Martin's April 4, 2008 email to Ms. Sheldon;  
4 Ex. 26, Ms. Sheldon's Level II grievance, dated April 17, 2008;  
5 Ex. 27, Anita Morris' June 2, 2008 letter to Ms. Sheldon.

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #1**

7/9/2008

## Chapter 6

### Matters of Sex

Human Heredity, Rikki Lewis

1

## Male or Female

- Gender is ultimately a genetic phenomenon
- Males have 22 pairs of autosomes and X and Y chromosomes
- Females have 22 pairs of autosomes and two X chromosomes

Human Heredity, Rikki Lewis

2

7/9/2008

## The Sex Chromosomes

- Human females are homogametic (XX)
- Human males are heterogametic (XY)
- The X chromosome contains more than 1500 genes
- The Y chromosome codes for only 231 proteins

Human Heredity, Rikki Lewis

3

## X and Y Chromosomes

- X chromosome
  - larger than Y and acts as a homolog in males
- Y chromosome
  - 95% harbors male specific genes
  - Many DNA segments are palindromes
    - Madam, I'm Adam
    - CACTTGTTAC



X chromosome

Y chromosome

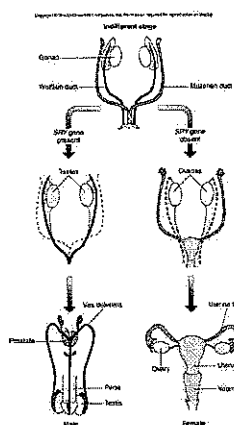
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4



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## 6.1 Sexual Development



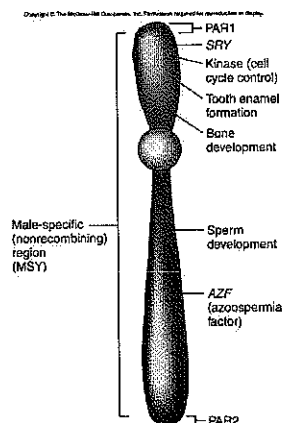
- In early embryos unspecialized gonads and two sets of reproductive ducts exist until week 6
- An embryo develops as a male or female using information from the Y chromosome

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## Genes on the Y Chromosome

- Genes shared with X are called pseudoautosomal regions (PAR1 and PAR2)
- Male specific (MSY) include the SRY gene
  - SRY gene is important in determining sex



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## The SRY Gene

- The SRY gene is a single copy gene unique to the Y chromosome
- The SRY protein triggers a cascade of gene action that initiates development of male features while suppressing development of female features

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7

## Developing Testes

- Secrete Anti-Mullarian Hormone, testosterone, and dihydrotestosterone (DHT)
  - Which suppress development of female features
- Abnormalities
  - In these males, factors may produce XY male that looks female

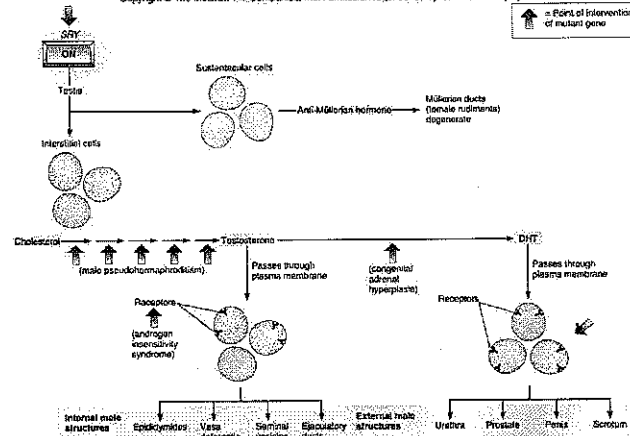
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## Mutations that Disrupt Normal Sexual Development

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## Sexual Identity and Timing

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Table 6.1

### Sexual Identity

Level	Events	Timing
Chromosomal/genetic	XY = male XX = female	Fertilization
Gonadal sex	Undifferentiated structure begins to develop as testis or ovary	6 weeks after fertilization
Phenotypic sex	Development of external and internal reproductive structures continues as male or female in response to hormones	8 weeks after fertilization, puberty
Gender identity	Strong feelings of being male or female develop	From childhood, possibly earlier
Sexual orientation	Attraction to same or opposite sex	From childhood

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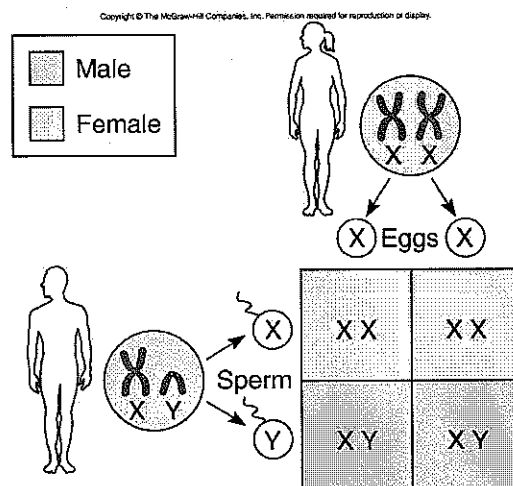
## Homosexuality

- Evidence is accumulating that gene expression contributes to homosexuality
- Scientific studies of pure genetics are inconclusive
  - Insertion of white eyed gene in all autosomes of fruit fly produces males with homosexual behavior
  - Twin studies show higher percent of homosexuality
    - Similar uterine environment

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11

## Sex Determination in Humans



12

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## 6.2 Traits Inherited on Sex Chromosomes

- Y-linked traits are passed on the Y chromosome
- Males only have one X chromosome, thus the phenotype is expressed with only one copy of the gene.
- Females that expressed X-linked traits must be homozygous recessives

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## Y-Linked Traits

- Genes on Y Chromosomes
- Very rare
- Transmitted male to male
- No affected females
- Currently identified Y-linked traits involve infertility and are not transmitted

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14

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## X-Linked Traits

- Possible Genotypes
- $X^+Y$  Hemizygous wild type male
- $X^mY$  Hemizygous mutant male
- $X^+X^+$  Hemizygous wild female
- $X^+X^m$  Heterozygous mutant carrier
- $X^mX^m$  Homozygous mutant female

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15

## X- Linked Recessive Inheritance

- X-Linked Recessive Traits
- Heterozygous women who lack traits are called carriers
- X-linked recessive traits pass from carrier mothers to sons with a 50% probability
- The allele can be passed from heterozygous men to their daughters
- Homozygous recessive females show the trait

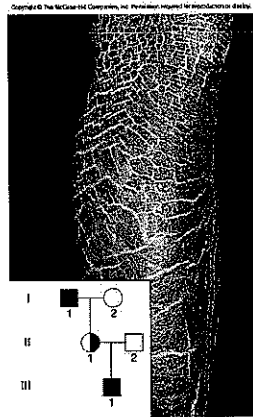
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16



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## X-Linked Recessive Inheritance



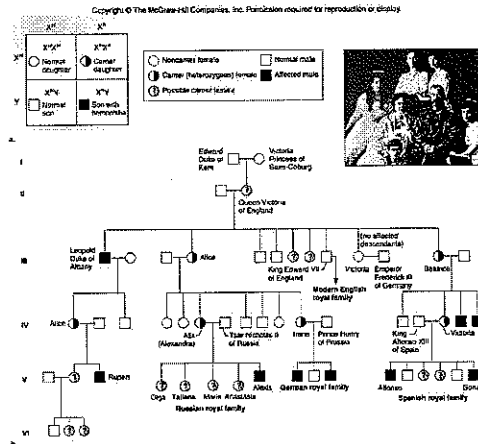
- Ichthyosis is an X-linked recessive condition
  - Due to lack of a gene that processes sulfur

- Due to lack of a gene that processes sulfur

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17

## X-Linked Recessive Inheritance: Hemophilia



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18

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## X-Linked Dominant Inheritance

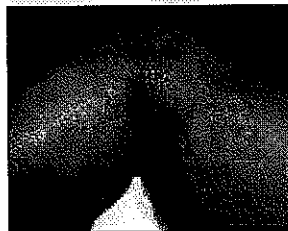
- X-linked dominant conditions are expressed both in males and females
  - These conditions are generally more severe in males
    - Incontinentia Pigmenti
    - Hypertrichosis

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## X-linked Dominant Condition

**FIGURE 9**  
**Blaschko lines of**  
**incontinentia pigmenti**



An infant girl developed scattered red urticarial and vesicular lesions that healed with scaly plaques and, eventually, widespread, asymmetric hyperpigmented linear and whorled patches, known as Blaschko lines. This photograph was taken at 6 months of age.

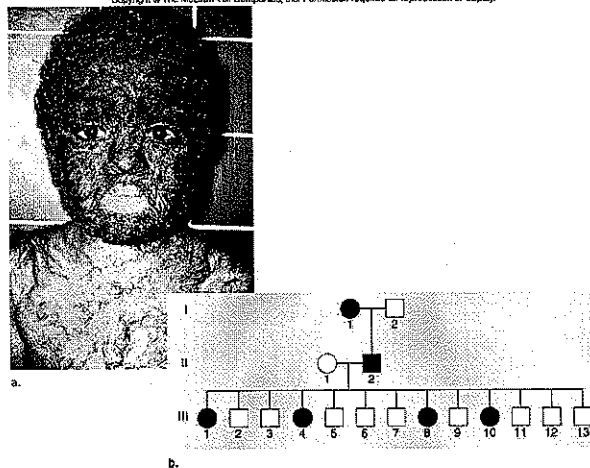
- Incontinentia Pigmenti is an X – linked dominant condition

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20

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## CHG: Congenital Generalized Hypertrichosis



21

## Genetic Problems

- Mendel's Law of Segregation can be used to solve problems involving X-linked inheritance
  - Analyze pedigree
  - List all genotypes and phenotypes and probabilities
  - Determine how alleles separate into gametes
  - Draw punnett squares

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22

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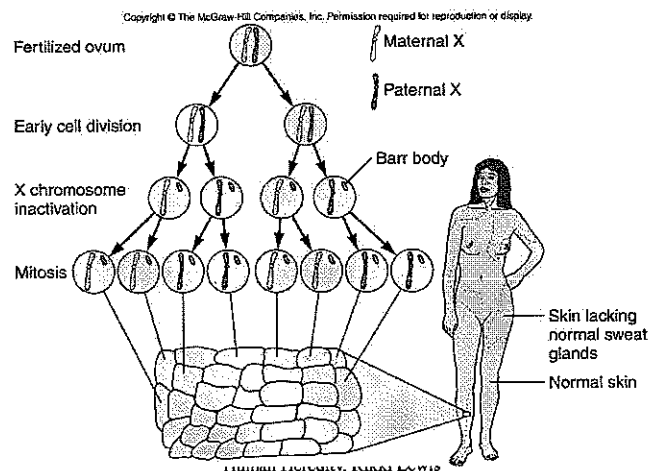
## X - Inactivation

- Early in female development, the maternal or paternal X chromosome is turned off in each cell
- X inactivation compensates for the difference in the number of X chromosomes between males and females
- The XIST gene encodes RNA that inactivates these genes
- It alters phenotype but not genotype
- Inactivated X forms a Barr body

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23

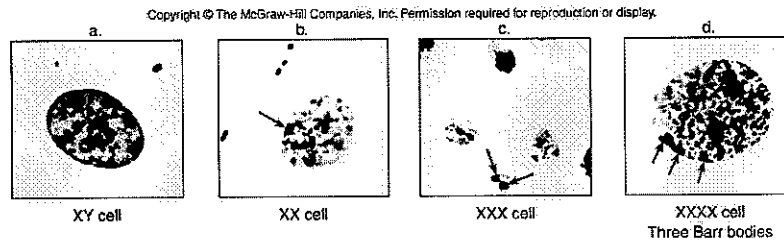
## X-Inactivation Phenotype



24

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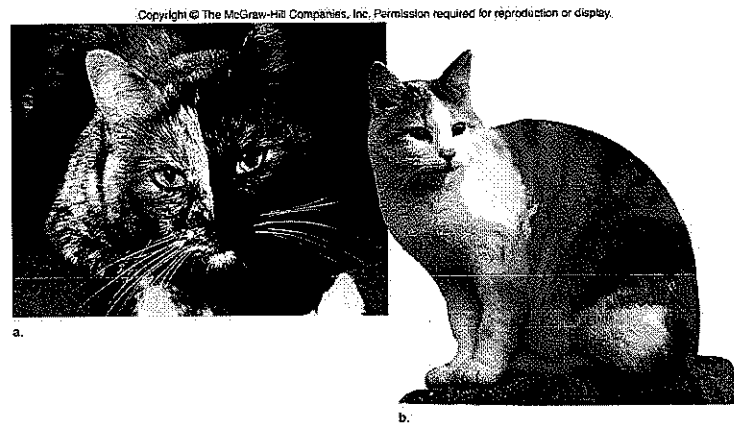
## Inactive X Chromosome forms Barr Bodies



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## Visualizing X Inactivation



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## Sex Limited and Sex Influenced Traits

- A sex limited trait (which may be autosomal or sex linked) affects body parts or functions only in one gender
- Sex influenced allele is dominant in one sex but recessive in the other
  - Hormonal differences between males and females cause differential expression

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## Sex Limited Traits

- Traits that affect a structure or function occurring only in one gender
  - Beard growth
  - Milk production
  - Sperm production levels
  - Pregnancy phenotypes

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28



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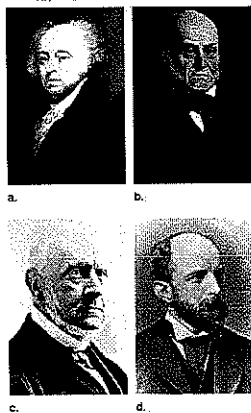
## Sex Influenced Traits

- Traits are those in which the phenotype expressed by a heterozygote is influenced by gender
- Allele appears dominant in one gender but recessive in the other
  - Pattern Baldness is a sex-influenced trait
  - Men are bald with mm and m/+
  - Women are bald only with mm
  - Both men and women have hair with ++

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## Pattern Baldness in Males



- Hormonal differences between males and females typically cause the differential expression

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30

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## Introduction to Genomic Imprinting

- In Mendel's pea plants, it didn't matter if a trait came from the male or female parent
- For some genes in mammals, parental origin does influence the phenotype
- These genes are said to be imprinted
- In genetic imprinting a molecule (A methyl group) covers a gene or several linked genes to prevent gene expression

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31

## 6.5 Genomic Imprinting Explained

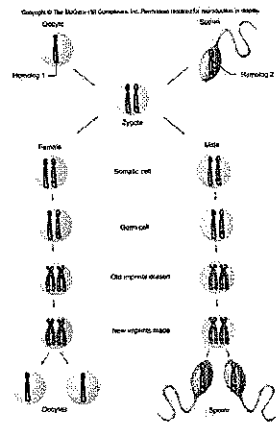
- In genomic fingerprinting the phenotype differs depending on which parent transmits a gene
- Genomic imprinting plays a major role in development
- Genes are silenced by an epigenetic event
  - DNA remains the same event but stamp of meaning is put on the gene
- Imprints maintained in mitotic divisions (EACH GENE REMEMBERS WHICH PARENT IT CAME FROM) but lost in meiosis (Where the genes are removed and reset)
- Information not encoded by DNA

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32

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## Genomic Imprinting Visualized



- Information is erased by meiosis, then re-instituted according to the sex of the new individual

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33

## Genomic Imprinting

- Methyl groups may suppress gene expression in a pattern determined by sex
- Hormonal differences between males and females typically cause differential expression

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34

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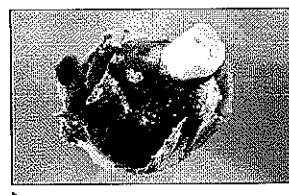
## Importance of Genomic Imprinting

- In mammals, it takes two normal parents to produce a healthy embryo
- In mammals, this makes cloning difficult
- Example
  - Two pronuclei from male mice produce a placenta without a normal embryo
  - Two pronuclei from female mice produce an a monster embryo without a placenta

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## Pronuclei Products



- Upper photograph
  - Placental-like tissue formed from two male pronuclei
- Lower photograph
  - Embryo-like tissue formed from two female pronuclei
    - Deformed embryo

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36

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## Callipyge Sheep – Genetic Imprinting

- Over-muscled hindquarters
- Autosomal dominant
- Trait only passed if it came from the father and the female may not carry the trait

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37

## Callipyge Sheep



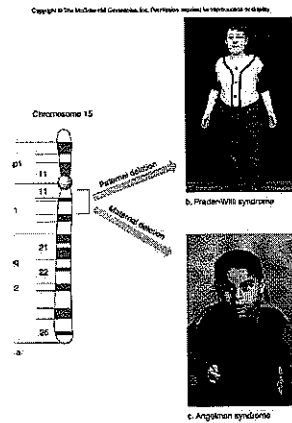
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38

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## Imprinting and Human Disease



- Prader-Willi Paternal deletion
  - small hands
- Angelman's Syndrome's Maternal deletion
  - Mental retardation

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39

## Review Question 1

- How is sex expressed at the chromosomal, gonadal, phenotypic, and gender identity levels?

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40



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## Answer to Question 1

- How is sex expressed at the chromosomal, gonadal, phenotypic, and gender identity levels?
  - Gonadal level - XX or XY chromosomes
  - Phenotypic level – ovaries vs testes and secondary sexual characteristics
  - Gender identity
    - Brain involvement at the feeling level

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41

## Review Question 2

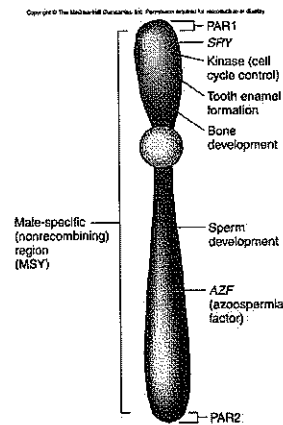
- How do the genes in the pseudoautosomal region of the Y chromosome differ from genes in the male specific region (MSF)?

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42

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## Answer to Question 2



- Genes shared with X are in the pseudoautosomal regions PAR1 and PAR2
- 70% of genes in the male specific region determine male sexuality or are palindromes

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43

## Review Question 3

- What are the phenotypes of the following individuals?
  - a.) A person with a mutation of the SRY gene rendering it non-functional
  - b.) A normal XX individual
  - c.) An XY individual with a block in testosterone synthesis

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44

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### Answer to Question 3

- 3a. An XY male that looks female
- 3b. An XX female that looks female
- 3c. An XY male that looks female

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45

### Review Question 4

- List the events that must take place for a fetus to develop as a female

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46

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## Answer to Question 4

- Absence of the SRY gene so that the Mullerian structures develop into ovaries
- Secondary sexual characteristics develop when ovaries become secretory

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47

## Review Question 5

- Cite evidence that may point to a hereditary component to homosexuality

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48

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## Answer to Question 5

- Homosexuality appears to be inherited as evidenced by
  - White eyed fruit fly experiments
  - X chromosome marker absent in heterosexual brother, when present in homosexual brother – Hamer's work
  - Evidence is inconclusive
    - Genetic markers not confirmed by other scientists
    - No markers for lesbians

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49

## Review Question 6

- Why is it unlikely one would see a women who is homozygous for an X-linked dominant condition?

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50

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## Answer to Question 6

- A female that is homozygous dominant for a trait on the X chromosome is likely to be so severely affected that she will be dead before reproductive age

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51

## Review Question 7

- Why are male calico cats very rare?

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52

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## Answer to Question 7

- For a male calico cat to appear, he would have to have the chromosomal makeup of an XXY

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53

## Review Question 8

- How might X inactivation cause patch hairiness in women even though CGH,
- Congenital generalized hypertrichosis is dominant?

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54

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## Answer to Question 8

- It is X-linked, thus Barr bodies would show patchiness in the phenotype

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55

## Review Question 9

- How does X-inactivation even out the doses of X-linked genes between the sexes?

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56



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## Answer to Question 9

- Since each cell in the female has only one active X (Barr body is inactive), doses of X genes would appear in patches of her physiology equal in some cases to X linked diseases of the male

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57

## Review Question 10

- How does one distinguish between the following conditions in males and females?
  - a.) X-linked traits
  - b.) Sex limited traits
  - c.) Sex influenced traits

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58

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## Answer to Question 10

- X-linked traits would show typical Mendelian pedigrees
  - Usually appear in male and show somatic traits
    - Color blindness, etc
- X-limited traits appear in only one sex and affect a structure or function distinct to one sex
  - Preeclampsia when pregnant with male fetuses, as Y chromosome affects placental development and blood pressure more than an X chromosome
- X-influenced
  - Inherited as recessive in one sex and dominant in another. Show up with hormones (Pattern baldness)

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59

## Review Question 11

- Cite evidence that genetic contributions from both parents are necessary for normal pre-natal development

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60

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## Answer to Question 11

- Mouse zygotes with two female pronuclei or two male pronuclei are abnormal

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61

## Review Question 12

- Missing genetic material (Prader-Willis and Angelman's syndromes) are more common with assisted reproductive technologies. Why?

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62

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## Answer to Question 12

- Normally imprinted parental genes are deleted for Prader-Willis and Angelman's syndromes

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63

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #2**

**June Sheldon**

**From:** "June Sheldon" <jsheldon@ebold.com>  
**To:** "Hanfling, Barbara" <Barbara.Hanfling@sjcc.edu>  
**Cc:** "June on laptop" <jsheldon@ebold.com>  
**Sent:** Tuesday, August 07, 2007 6:33 PM  
**Subject:** Re: student complaint

Barbara,  
 I finally figured it out and emailed the corrected version to Leandra. Sorry, I didn't see the red version before.  
 June

I got a very interesting response from Leandra which I pasted below:

June, This complaint was from a summer student. Because of the nature of the complaint, I would rather discuss it with you in person rather than by e-mail.  
 Also another student, Brian Park, wanted to talk (or e-mail) with you. He called and asked if I could let you know he needed to talk to you. He did not indicate what it was about.  
 Hope your summer is going well.  
 Leandra

----- Original Message -----

**From:** Hanfling, Barbara  
**To:** June Sheldon  
**Sent:** Tuesday, August 07, 2007 6:04 PM  
**Subject:** RE: student complaint

June, you need to read the red bold that I have put into your email below. Let me know if you still don't understand the few suggestions.

Barbara

**Barbara Hanfling**  
 Executive Director  
 San Jose/Evergreen Faculty Association, AFT 6157

Phone 408 288-3106  
 Fax 408 295-7482

FA Website: [www.fa-aff6157.org](http://www.fa-aff6157.org)

San José City College, SC 213  
 2100 Moorpark Avenue  
 San Jose, CA 95128-2799

---

**From:** June Sheldon [mailto:jsheldon@ebold.com]  
**Sent:** Tue 8/7/2007 1:26 PM  
**To:** Hanfling, Barbara  
**Cc:** June on laptop  
**Subject:** Re: student complaint

Barbara,

10/26/2007

SvD\_Compl\_Ex\_2\_0035

I'm not sure you received my last email about this message - so, I am resending my comments.

What few simple additions did you want me to add before I email Leandra? Or, is it OK to email her exactly what I sent to you? I will await your answer before I email her. Also, does copying Deborah automatically bring Leandra into our loop of communications?

Thank you for all your help,

June

----- Original Message -----

**From:** Hanfling, Barbara

**To:** June Sheldon

**Cc:** DeLaRosa, Deborah

**Sent:** Monday, August 06, 2007 3:56 PM

**Subject:** RE: student complaint

June, A few simple additions. Then go for it. Well Written. I will be cc ing this to our grievance officer as she will likely be working on this with me.

Barbara

**Barbara Hanfling**

Executive Director

San Jose/Evergreen Faculty Association, AFT 6157

Phone 408 288-3106

Fax 408 295-7482

FA Website: [www.fa-aft6157.org](http://www.fa-aft6157.org)

San José City College, SC 213

2100 Moorpark Avenue

San Jose, CA 95128-2799

---

**From:** June Sheldon [mailto:jsheldon@ebold.com]

**Sent:** Monday, August 06, 2007 3:01 PM

**To:** Hanfling, Barbara

**Cc:** June on laptop

**Subject:** Re: student complaint

Leandra,

I received your email. I would be happy to meet with you once the semester starts I am available on (give some dates and times).

Would you please send me a summary of this student's complaint, the name of student, what class the student was in, so I can record notes while my memory is fresh so I can be prepared to answer your question about the issue the student raised?

Thank You,

June Sheldon

----- Original Message -----

**From:** Martin, Leandra

**To:** jsheldon@ebold.com

**Sent:** Thursday, August 02, 2007 1:48 PM

10/26/2007

SvD\_Compl\_Ex\_2\_0036

Subject: student complaint

Hi June, I am hoping that you can come in to talk to me some time so I can talk to you about the student complain that I received. I need to hear your side of the issue. Leandra

Leandra Powell Martin  
Dean of Math and Science  
San Jose City College  
2100 Moorpark Avenue  
San Jose, Ca 95128-2799  
408-288-3716  
Fax 408-275-9386  
[leandra.martin@sjcc.edu](mailto:leandra.martin@sjcc.edu)

Donate for student scholarships: [www.sjcccd.org/science/html/](http://www.sjcccd.org/science/html/)

10/26/2007

SvD\_Compl\_Ex\_2\_0037



**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #3**

## Board Policies

### BP 1300 District Vision Statement

Our vision for the San Jose/Evergreen Community College District is to provide post-secondary educational leadership by offering student-centered academic, transfer, and career programs that give open access to the widest range of educational objectives and occupational goals for life-long learning.

Competent, well-rounded, resourceful, and intellectually versatile students are the single most important indicators that we truly are meeting the goals of our collective vision. Students must learn to be communicative, cooperative and collaborative participants in a multicultural environment, vastly different from just one generation ago. They must also understand that fully functioning contributors to a competitive and technologically driven society provide another visible means by which our success is calibrated.

Recognizing that the average expected lifetime earnings for a graduate with an associate's degree is more than \$1 million (\$250,000 more than an individual with only a high school diploma) we dedicate ourselves to supporting all programs that offer completion of A.A. degrees, A.S. degrees and transfer programs.

In pursuit of this vision, the San Jose/Evergreen Community College District will:

1. Empower our students by providing the highest academic preparation in all areas of instruction. Time and space boundaries will no longer limit our institutional offerings
2. Offer technologically-current and flexible education programs for transfer, as well as for career training and re-training
3. Utilize effective teaching applications, learning styles approaches, instructional methodologies, and innovative classroom practices to enhance student success
4. Develop, implement, and maintain programs that reflect the high value we place on diversity in education, society, and the contemporary workplace
5. Promote and encourage maximum student achievement in all programs including those for graduation, lower-division transfer education, certificates, distance learning, basic skills development and career training
6. Develop students who will become productive, literate, responsible, and contributing members to society, as well as to our local and global economies
7. Proactively pursue and utilize economic and educational trend data to articulate our agenda for the next century and establish mechanisms for continuously improving our institutions

Board Policies

8. Support the region's economic growth and competitiveness through our students' academic achievements and our programs for successful workforce preparation
9. Establish collaborative linkages with other secondary and higher education institutions, governmental agencies, community leaders, corporations, and other key stake-holders
10. Create a closer alignment between our college district's programs and the academic needs of Silicon Valley's workforce
11. Expand the concept of the community college to also encompass the contemporary developments taking place in the corporate and global communities
12. Recruit, employ, value, and support a dedicated and highly qualified and diverse faculty, staff, and administrative group and provide a respectful, professional, and collegial environment, and recognize them for their contributions on a consistent and regular basis. It is our goal to maintain a qualified district-wide staff that mirrors the demographics of the district
13. Include students in all aspects of our vision and acknowledge that, when appropriate, they will play a key role in our decision-making processes related to district matters as allowed through the process of shared governance
14. Regularly measure our overall administrative, faculty, and staff effectiveness by monitoring our success in meeting our community's educational needs. We will constantly modify our courses and program offerings as circumstances demand in order to maximize our responsiveness to the community we serve. The Board, faculty, staff, and administration will solicit feedback on our outcomes
15. Design and deliver the necessary support services for students of all ages, cultures, and scholastic backgrounds to maximize both success and retention
16. Systematically research and manage our internal district procedures and reorient our institution to correlate more appropriately with student needs rather than to our institutional interests

Approved 12/14/99

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #4**

## Board Policies

### BP 2430 Delegation of Authority to Chancellor

#### Reference:

Education Code Sections 70902(d), 72400;  
Accreditation Standard IV.B.1.j; IV.B.2

The Board delegates to the Chancellor the executive responsibility for administering the policies adopted by the Board and executing all decisions of the Board requiring administrative action.

The Chancellor may delegate any powers and duties entrusted to him or her by the Board including the administration of the colleges, but will be specifically responsible to the Board for the execution of such delegated powers and duties.

The Chancellor is empowered to reasonably interpret Board policy. In situations where there is no Board policy direction, the Chancellor shall have the power to act, but such decisions shall be subject to review by the Board. It is the duty of the Chancellor to inform the Board of such action and to recommend written Board policy if one is required.

The Chancellor is expected to perform the duties contained in the Chancellor job description and fulfill other responsibilities as may be determined in annual goal-setting or evaluation sessions. The job description and goals and objectives for performance shall be developed by the Board in consultation with the Chancellor.

The Chancellor shall ensure that all relevant laws and regulations are complied with, and that required reports are submitted in timely fashion.

The Chancellor shall make available any information or give any report requested by the Board as a whole. Individual trustee requests for information shall be met if, in the opinion of the Chancellor, they are not unduly burdensome or disruptive to District operations. Information provided to any trustee shall be provided to all trustees.

The Chancellor shall act as the professional advisor to the Board in policy formation.

See Administrative Procedure [ # ].

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #5**

Chapter4AcademicAffairsPolicies\_ver\_T.doc3/17/2008 10:34:19 AM

Page Number 8

Policy #	Title	Proposed District Policy
		<p>create coherence and integration among the separate requirements. It is also desirable that general education programs involve students actively in examining values inherent in proposed solutions to major society problems.</p> <p>The Academic Senates shall approve procedures for the Curriculum Committees to assure that courses used to meet general education (GE) and associate degree requirements meet the standards in this policy.</p>
BP 4025.1 (SJECC D)	General Education (GE) Philosophy	<p>Each College shall have a general education (GE) philosophy that outlines the role of the collegiate experience in the broad education of the student and that meets the requirement of the Accreditation Standards.</p> <p>Administrative Procedures: See AP 4025.1</p>
BP 4025.2 (SJECC D)	Criteria for General Education (GE) and Baccalaureate Courses	<p>The Academic Senates shall agree upon and implement a common set of criteria for designating a course as general education (GE) and for baccalaureate level (transfer) courses</p> <p>See Administrative Procedures AP 4025.2</p>
BP 4030	Academic Freedom	<p>Reference: Title 5, Section 51023; Accreditation Standard II.A.7.</p> <p>Institutions of higher learning exist for the common good and not to further the interest of either the individual instructor or the institution as a whole. The common good depends on the free search for truth and its free expression; to this end, faculty and students hold the right of full freedom of inquiry and expression.</p>

Policy #	Title	Proposed District Policy
		<p>Academic freedom is essential to these purposes and applies to both teaching and research. Freedom is fundamental to the protection of the rights of the teacher in teaching and of the student in learning.</p> <p>Academic freedom cannot be separated from academic and professional responsibility.</p> <p>Instructors</p> <p>The instructor has the right to study and investigate, interpret his/her findings and express resulting conclusions to students. The instructor has the responsibility to be thorough in his/her investigations and to draw conclusions supported by the findings. Because human knowledge is limited and changeable, the instructor may present views which are controversial and evaluate opinions held by others while simultaneously respecting and valuing their right of their free expression.</p> <p>Students</p> <p>The students shall have the freedom to express and defend their views, to question or differ without suffering repression or scholastic penalty. The students have the same responsibilities as instructors to seek and weigh evidence, express supportable conclusions, identify bias, and evaluate opinions held by others while respecting the right of their own free expression.</p> <p>The academic freedom policy shall be published in the college catalogs, class schedules, web sites, student handbooks, and other appropriate media.</p>
BP	Library	



**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #6**

# COLLECTIVE BARGAINING AGREEMENT

between the

**Faculty Association  
AFT 6157**

and the

**San Jose/Evergreen  
Community  
College District**

July 1, 2006 through June 30, 2009



**San Jose/Evergreen  
Community College District**  
4750 San Felipe Road  
San Jose, California 95135  
408-274-6700



**Faculty Association, AFT 6157**  
San José City and Evergreen Valley Colleges  
2100 Moorpark Avenue  
San Jose, California 95128  
408-288-3779

CSEA 363

**SvD\_Compl\_Ex\_6\_0047**

**Faculty Association  
Collective Bargaining Agreement**

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**TABLE OF  
CONTENTS**

	Page
<b><u>Article 1</u> Recognition</b>	<b>1</b>
<b><u>Article 2</u> District's Rights and Duties</b>	<b>2</b>
<b><u>Article 3</u> Complaint/Grievance Procedure</b>	<b>3</b>
3.1 Complaint/Grievance	3
3.2 Notice of Grievance	3
3.3 Who May File Grievance	3
3.4 Representation	4
3.5 Time Limits	4
3.6 Level I Resolution	4
3.7 Level II Resolution	5
3.8 Impartial Hearing Level III	5
3.9 Miscellaneous Provisions	6
<b><u>Article 4</u> Additional Faculty Rights</b>	<b>8</b>
4.1 Salary Payments	8
4.2 Payroll Deductions	9
4.3 Tax Sheltered Annuities	9
4.4 Workspace and Secure Storage	9
4.5 Phone Usage	9
4.6 Academic Freedom	10
4.7 Copyright	10
4.8 Mileage	10
4.9 Parking	11
4.10 Emeritus Faculty for Faculty Post 2003	11
4.11 Faculty Rights to Free Classes	11
4.12 No Rights Waived	11
4.13 Outside Employment	12
<b><u>Article 5</u> Faculty Association Rights</b>	<b>13</b>
5.1 Small Business Equipment	13
5.2 Use of Facilities	13
5.3 Free Parking	13
5.4 Use of Mail Boxes	13
5.5 Restrictions on Use	13
5.6 Released Time	13
5.7 Bulletin Boards	14
5.8 Names and Addresses of Faculty	14
5.9 Telephone Usage	15
5.10 Agency Shop	15
5.11 Access to Information	17
5.12 Work Preservation	17

**Faculty Association  
Collective Bargaining Agreement**

---

<b><u>Article 6</u></b>	<b>Personnel Files</b>	<b>18</b>
	6.1 Location	18
	6.2 Contents	18
	6.3 Inspection Right	18
	6.4 Derogatory or Offending Material	19
	6.5 Positive Material	19
	6.6 Duplicate Files	20
	6.7 Anonymous Material	20
	6.8 Copying File Material	20
<b><u>Article 7</u></b>	<b>Professional Dues or Fees</b>	<b>21</b>
	7.1 Authorization to Payroll	21
	7.2 Information Distribution	21
	7.3 Authorized Deductions	21
<b><u>Article 8</u></b>	<b>Full -Time Faculty Salary</b>	<b>23</b>
	8.1 Salary Schedule Increase	23
	8.2 Salary Schedule	23
	8.3 Placement on the Salary Schedule	23
	8.4 Initial Class Placement of Disciplines Requiring A Masters Degree	23
	8.5 Original Step Placement	24
	8.6 Placement on the Salary Schedule for Faculty in Disciplines Not Requiring a Masters Degree	25
	8.7 Credit for Doctoral Degree	25
	8.8 Military, Peace Corps and Vista	25
	8.9 Advancement of all Full-Time Faculty on Salary Schedule	25
<b><u>Article 9</u></b>	<b>Adjunct Faculty and Substitutes</b>	<b>29</b>
	9.1 Salary Schedule Increase	29
	9.2 Salary Schedule	29
	9.3 Salary Placement	29
	9.4 Adjunct Parity/Equity	31
	9.5 Reduction in Salary	32
	9.6 Advancement by Step	32
	9.7 Credit for Prior Teaching and Working Experience	32
	9.8 Pay for Participation in Professional Development Days	32
	9.9 Office Hours	32
	9.10 Disbursement of Salary Checks to Adjunct Faculty	32
	9.11 Retirement Systems/Social Security Taxes/Tax Sheltered Programs	33
	9.12 Seniority Rehire Rights	33
	9.13 Summer School/Intersession Assignments	35
	9.14 Assignment Length and Maximum Loading	36
	9.15 Cancellation of Classes Assigned	37
	9.16 Medical Benefits	36
	9.17 Flexible Spending Account-IRC 125 (Medical and Dependent Care)	37

**Faculty Association  
Collective Bargaining Agreement**

---

9.18	Holidays	37
9.19	Leaves for Adjunct Faculty Members	37
9.20	Location of Adjunct Personnel Files	37
9.21	Sick Leave Annual Entitlement, Adjunct Faculty	37
9.22	Adjunct Faculty Member Bill of Rights	37
<b>Article 10</b>	<b>Professional Recognition</b>	<b>38</b>
10.1	Committee	38
10.2	Eligibility for Professional Growth	39
10.3	Examples of Activities for Professional Recognition Increment	41
10.4	Criteria for Evaluation of Professional Recognition Increment Plans	42
10.5	Verification of Completion	43
10.6	Appeals	43
10.7	Payment	43
10.8	Lateral Movement Restriction	44
<b>Article 11</b>	<b>Working Days/Calendar</b>	<b>45</b>
11.1	Work Year	45
11.2	Definition of One Year's Service	45
11.3	Work Year for Instructional Faculty	45
11.4	Work Year for Non-Instructional Faculty	45
11.5	Professional Development Days	45
11.6	Professional Development Day Activities	46
11.7	Alternate Professional Development Activities	47
11.8	Accountability for Completion of Instructional Improvement Day Activities	47
11.9	Participation of Faculty on Professional Development Days	47
11.10	Academic Calendar	48
<b>Article 12</b>	<b>Workload, Class Size, Class Cancellations</b>	<b>49</b>
12.1	Workload - Definitions and Provisions	49
12.2	Guidelines	50
12.3	Faculty Workload	52
12.4	Scheduling and Assigning Workload	54
12.5	Faculty Professional Responsibility	55
12.6	Office Hours	56
12.7	Class Size	56
12.8	Class Cancellation	58
12.9	Reassignment of Faculty With Canceled Classes	59
<b>Article 13</b>	<b>Leaves and Absences</b>	<b>60</b>
13.1	Authorization	60
13.2	Non-Tenured Faculty	60
13.3	Credit on Salary Schedule	60
13.4	Absence of Faculty Members	60
13.5	Illness, Accident or Quarantine	61
13.6	Personal Necessity	62

**Faculty Association  
Collective Bargaining Agreement**

---

13.7	Industrial Accident and Illness	63
13.8	Pregnancy Related Disability	64
13.9	Family Medical Leave Act - 1993	64
13.10	Return to Work	68
13.11	Bereavement	68
13.12	Personal Business	68
13.13	Military Leave	69
13.14	Jury Service	69
13.15	Professional Conference or Meetings	69
13.16	Educational Improvement, Government Services, Exchange Teaching or Health Reasons	69
13.17	Leave for Faculty Serving as Elected Officer of Employment Organization	70
13.18	Long-Term Leave of Absence	71
13.19	Child Rearing Leave	71
13.20	Elder Care Leave	72
13.21	Catastrophic Illness Leave	72
<b>Article 14</b>	<b>Sabbatical Leave</b>	<b>75</b>
14.1	Goals and Objectives	75
14.2	Eligibility	75
14.3	Number of Sabbaticals	75
14.4	Application and Recommendation Process	76
14.5	Authorization	77
14.6	Service Obligation	77
14.7	Reports	77
14.8	Grades	79
14.9	Compensation	79
14.10	Illness, Injury, or Death	80
14.11	Reinstatement	80
14.12	Schedule	80
14.13	Compliance with Contract	80
14.14	Statutory Requirements	80
<b>Article 15</b>	<b>Overload</b>	<b>81</b>
15.1	Voluntary Nature of Overload	81
15.2	Overload within Academic Semesters of 156* Day Calendar	82
15.3	Overload Assignment Outside the Academic Semester of the 156* Day Calendar	87
15.4	Banking Overload for Paid Leave	83
<b>Article 16</b>	<b>Transfer</b>	<b>87</b>
16.1	Purpose of Transfers	87
16.2	Definition of Transfers	87
16.3	Transfer Responsibility	87
16.4	Self-Initiated (Voluntary) Transfer	88
16.5	Exchange Transfer (Voluntary)	89
16.6	Non-Concurrent Compensation for Voluntary Transfers	89

**Faculty Association  
Collective Bargaining Agreement**

---

16.7	Management-Initiated Transfers	89
16.8	District Programs	90
16.9	Completion of Full Load	90
<b><u>Article 17</u></b>	<b>Benefits</b>	<b>91</b>
17.1	Benefit Coverage	91
17.2	Maximum Annual District Contribution	92
17.3	Spousal Waiver	93
17.4	Workers' Compensation	93
17.5	Benefits During Unpaid Leaves and Unauthorized Absences	94
<b><u>Article 18</u></b>	<b>Retirement</b>	<b>95</b>
18.1	Retirement Benefits for Faculty Hires Prior to 9/7/82	95
18.2	Early Retirement Reduced Workload Program	97
18.3	Post-Retirement Special Benefits Program	98
18.4	Golden Handshake	99
<b><u>Article 19</u></b>	<b>Evaluation of Adjunct Faculty</b>	<b>100</b>
19.1	Introduction	100
19.2	Rights and Responsibilities of Faculty Members	100
19.3	Criteria For Evaluation of Adjunct Faculty	101
19.4	Evaluation Process	102
19.5	Evaluating Adjunct Faculty Assigned 33%/40% or More	103
19.6	Evaluating Faculty with SRP	103
19.7	Evaluating Faculty Assigned Less than 33%/40% Load	104
19.8	Student Evaluations	104
19.9	Evaluation Forms	105
19.10	Summary Evaluation Report and Recommendations	105
19.11	Grievability	106
<b><u>Article 20</u></b>	<b>Evaluation of Non-Tenured Faculty</b>	<b>107</b>
20.1	Introduction	107
20.2	Composition of the Tenure Review Committee (TRC) for Non-Tenured Faculty	107
20.3	Faculty Mentors	108
20.4	Right and Responsibilities of Non-Tenured Faculty Members	109
20.5	Responsibilities of the Tenure Review Committee	110
20.6	Criteria for Evaluation of Non-Tenured Faculty	111
20.7	Timelines of the Tenure Review Process	113
20.8	Activities of the TRC	114
20.9	Submission of Recommendation	119
20.10	Governing Board Action	119
20.11	Finding of "Needs Improvement" or "Does Not Meet Requirements of Assignment"	120

**Faculty Association  
Collective Bargaining Agreement**

---

<b><u>Article 21</u></b>	<b>Evaluation Of Grant-Funded Non-Tenured Categorical Faculty</b>	<b>123</b>
21.1	Introduction	123
21.2	Rights and Responsibilities of Grant-Funded Non-Tenured Categorical Faculty Members	123
21.3	Composition of Evaluation Committee (EC) for Grant Funded Non-Tenured Categorical Faculty Members	124
21.4	Committee Members' Responsibilities	125
21.5	Chair's Responsibilities	125
21.6	Criteria for Evaluation of Grant Funded Non-Tenured Categorical Faculty Members	126
21.7	Components of the Evaluation Process	127
21.8	Work Improvement Plans	132
<b><u>Article 22</u></b>	<b>Evaluation of Tenured Faculty</b>	<b>134</b>
22.1	Introduction	134
22.2	Rights and Responsibilities of Tenured Faculty Members	134
22.3	Composition of Evaluation Committee (EC) for Tenured Faculty	135
22.4	Committee Members' Responsibilities	135
22.5	Chair's Responsibilities	136
22.6	Criteria for Evaluation of Tenured Faculty	136
22.7	Components of the Evaluation Process	138
22.8	Work Improvement Plans	142
<b><u>Article 23</u></b>	<b>Community Complaints/Discipline/Rare and Compelling Circumstances</b>	<b>145</b>
23.1	Community Complaints	145
23.2	Discipline	145
23.3	Rare and Compelling Circumstances	146
<b><u>Article 24</u></b>	<b>Reduction in Force</b>	<b>147</b>
24.1	Notification of Reduction in Force to Faculty Association	147
24.2	Reassignment of Faculty Members Prior to Layoffs	147
24.3	Voluntary Temporary Contract Reductions	147
24.4	Order of Layoffs	148
24.5	Faculty Service Areas	148
24.6	Competency Criteria for RIF Assignments	149
24.7	Determination of Disputed Competency Criteria	148
24.8	Grievance and/or Hearing	151
24.9	Limited Participation in Fringe Benefits	151
24.10	Allocation of Staff Development Funds for Retraining	151
24.11	Retention of Benefits for Partial RIF	152
24.12	Rehire Provisions	152
24.13	Faculty Service Areas	152



**Faculty Association  
Collective Bargaining Agreement**

---

<b><u>Article 25</u></b>	<b>Day Care</b>	<b>156</b>
<b><u>Article 26</u></b>	<b>Nondiscrimination</b>	<b>157</b>
<b><u>Article 27</u></b>	<b>Savings Provision</b>	<b>158</b>
<b><u>Article 28</u></b>	<b>Support of Agreement</b>	<b>159</b>
<b><u>Article 29</u></b>	<b>Effect of Agreement</b>	<b>160</b>
<b><u>Article 30</u></b>	<b>Concerted Activities</b>	<b>161</b>
<b><u>Article 31</u></b>	<b>Completion of Meet and Negotiate</b>	<b>162</b>
<b><u>Article 32</u></b>	<b>Term</b>	<b>164</b>
<b><u>Appendix A</u></b>	<b>Composition Of Negotiating Team</b>	<b>165</b>
<b><u>Appendix B</u></b>	<b>Academic Calendar</b>	<b>166</b>
<b><u>Appendix C1</u></b>	<b>Academic Salary Schedule</b>	<b>167</b>
<b><u>Appendix C2</u></b>	<b>Academic Salary Schedule (11 Month)</b>	<b>168</b>
<b><u>Appendix D</u></b>	<b>Academic Hourly Salary Schedule</b>	<b>169</b>
<b><u>Appendix E</u></b>	<b>Performance Evaluation for Adjunct Faculty Forms</b>	<b>170</b>
<b><u>Appendix F</u></b>	<b>Performance Evaluation for Non-Tenured Faculty Forms</b>	<b>184</b>
<b><u>Appendix G</u></b>	<b>Performance Evaluation for Grant-Funded Non-Tenured Categorical Faculty Forms</b>	<b>199</b>
<b><u>Appendix H</u></b>	<b>Performance Evaluation for Tenured Faculty Forms</b>	<b>214</b>
<b><u>Appendix I</u></b>	<b>Faculty Service Area (FSA) Request Form</b>	<b>229</b>
<b><u>Appendix J</u></b>	<b>Sick Leave Forms and Catastrophic Leave Forms</b>	<b>230</b>
<b><u>Appendix K</u></b>	<b>Professional Recognition (PRC) Forms</b>	<b>233</b>
<b><u>Appendix L</u></b>	<b>Early Reduced Workload Retirement (S.T.R.S) Form</b>	<b>242</b>
<b><u>Appendix M</u></b>	<b>Employee Class Enrollment Fee Waiver Form</b>	<b>243</b>

**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 1**

**RECOGNITION**

- 1.1** The District recognizes the Faculty Association/American Federation of Teachers Local 6157 as the exclusive representative for those faculty members acknowledged by the District in a resolution dated July 29, 1977 and as amended on March 26, 1987 and on March 11, 2002.
- 1.1.1** All faculty employed by the District shall be included in the Faculty Association Unit. This includes: tenured faculty; tenure track faculty; adjunct instructional faculty and adjunct non-instructional faculty.
- 1.1.2** Short-Term: Substitute instructors (see Article 5.10.2), non-credit instructors and Casual" employees shall be excluded from the unit.
- 1.1.3** Grant-Funded Non-Tenured Categorical Positions: Faculty in grant-funded non-tenured categorical positions are entitled to the benefits of this collective bargaining agreement consistent with their categorical status. Faculty within these programs do not have employment rights (including but not limited to transfer or bumping) outside of their programs. Faculty within EOP&S and DSP/S (also classified as grant-funded categorical) do achieve tenure status and retain all rights consistent with the terms of this Agreement and the Education Code.

**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 2**

**DISTRICT'S RIGHTS AND DUTIES**

Purpose: To establish the extent and limitations of District rights and duties.

- 2.1** The District and the Faculty Association understand and agree that the District retains all the customary and usual rights, powers, functions, and authority to control, manage, and discharge its obligations. Any of the lawfully-granted and implied rights, powers, functions or authority which the District had prior to the execution of this agreement are retained with the exception of those which are specifically abridged or modified by this agreement, by any supplement to this agreement, or by law. Reserved duties and rights include, but are not limited to:
- a) determine its organization
  - b) direct the work of its faculty members
  - c) determine the kinds and levels of service, and the methods and means of providing same
  - d) contract out work not traditionally performed by unit members
  - e) determine the numbers and categories of faculty members required
  - f) direct District operations
  - g) build, move, or modify buildings and facilities
  - h) establish budget procedures and funding priorities
  - i) determine methods of revenue generation
  - j) determine the day(s), times, and hours of operation
  - k) establish District policies and procedures
  - l) establish the District's educational policies, goals, and objectives
  - m) determine the rights and educational opportunities of students
  - n) determine the curriculum in collaboration with the Academic Senates
  - o) hire, classify, assign, evaluate, discipline, and terminate faculty members
- 2.2** In addition, the District has the right to modify or suspend this contract in case of emergency, which shall be defined as a catastrophic event such as fire, flood, earthquake or any other natural disaster or unforeseen non-financial circumstance which has a significant impact on the operations of the District.
- 2.2.1** This right to suspend or modify the contract shall be in force only to the extent that the emergency continues to have significant impact on the District operations.
- 2.2.2** In addition, those parts of the contract that may be modified or suspended do not include Article 1, Recognition Article 2, District Rights, or Article 3, Grievance Procedure, and shall be limited to those parts of the contract that must be altered or suspended by the District in order to specifically deal with the emergency.

**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 3**

**COMPLAINT/GRIEVANCE PROCEDURE**

**3.1 COMPLAINT/GRIEVANCE**

- 3.1.1 A complaint is an unwritten expression of concern or dissatisfaction about an issue covered by the contract.
- 3.1.2 When a faculty member has a complaint, the faculty member shall first discuss the matter informally with the administrator who has immediate responsibility for the position to which the faculty member is assigned.
- 3.1.3 This informal complaint process shall be limited to fifteen (15) days and is not included in the formal complaint process.
- 3.1.4 A grievance is a written complaint by a faculty member (or other proper party as defined in Section 3.3) regarding a violation or misapplication by the District, its officers, or agents of this contract. Resolution of matters for which other procedures are specifically provided by Federal or State law shall be undertaken through the appropriate procedures.

**3.2 NOTICE OF THE GRIEVANCE**

The notice of the grievance shall:

- 3.2.1 Contain a concise statement of the violation, misinterpretation, or misapplication alleged, citing specific section(s) of this contract; the circumstance or action from which the grievance arose; the date of discovery;
- 3.2.2 State the remedy sought;
- 3.2.3 State the name, address, and telephone number of the grievant's representative, if known;
- 3.2.4 Include the grievant's name, address, home and work telephone numbers, and signature;
- 3.2.5 Be filed with the Director of Human Resources with copies to the President of the Faculty Association and the college President.

**3.3 WHO MAY FILE A GRIEVANCE**

- 3.3.1 A grievance may be filed by any of the following individuals as long as the faculty member is not alleging a violation, misinterpretation, or misapplication previously and unsuccessfully grieved:

**Faculty Association  
Collective Bargaining Agreement**

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- 3.3.1.1 Any faculty member who, at the time of filing, is a member of the bargaining unit;
- 3.3.1.2 Any former faculty member who was a member of the bargaining unit at the time the grievable incident occurred and who processes the grievance within the time period set forth herein;
- 3.3.1.3 An officer of the Faculty Association who has been authorized to file the grievance on behalf of the Faculty Association by its Executive Board.

**3.4 REPRESENTATION**

- 3.4.1 Upon the filing of the grievance, the grievant may be:
  - 3.4.1.1 Represented by himself/herself, or
  - 3.4.1.2 At the grievant's choice be represented by a member of the Faculty Association
- 3.4.2 At Level III either party may choose to be represented by counsel and shall notify the other party.

**3.5 TIME LIMITS**

- 3.5.1 A day, for the purpose of this section, is any day in which the District offices are open. If an event giving rise to a grievance occurs during a faculty member's vacation or recess, other than a long-term leave of absence, a Faculty member shall be allowed thirty (30) days after the scheduled return to duty within which to file the grievance.
- 3.5.2 The District will not process a grievance that is presented by a faculty member more than thirty (30) days after the occurrence or alleged occurrence, or more than thirty (30) days after the faculty member becomes aware, or should reasonably have known of the occurrence.

**3.6 LEVEL I RESOLUTION**

- 3.6.1 If the matter is not resolved at the informal conference as outlined in 3.1.2, the faculty member shall present the faculty member's grievance in writing to the faculty member's immediate administrator. The grievance shall be filed as outlined in section 3.2.

**Faculty Association  
Collective Bargaining Agreement**

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- 3.6.2 The immediate administrator shall communicate his/her decision to the faculty member in writing, within ten (10) days after receiving grievance, stating the administrator's reasons for the decision.

**3.7 LEVEL II RESOLUTION**

- 3.7.1 The grievant may appeal a Level I decision to Level II by writing to the office of the Chancellor or designee within fifteen (15) days after receiving the Level I decision. A copy of the appeal, written in the same format as outlined in Section 3.2, shall be furnished to the Level I administrator and the college President.
- 3.7.2 The Chancellor or designee shall investigate the details of the grievance and meet with the grievant and/or a Faculty Association representative within fifteen (15) days of receipt of the grievance appeal in order to resolve the issue.
- 3.7.3 The Chancellor or designee shall communicate in writing his/her decision to the grievant, the Faculty Association, and the affected administrator within fifteen (15) days after the grievance meeting(s).

**3.8 IMPARTIAL HEARING LEVEL III**

- 3.8.1 If the decision at Level II is not satisfactory to the aggrieved faculty member(s) within fifteen (15) days after receiving the Level II decision, the grievant may request, in writing, that the Faculty Association submit the grievance to binding arbitration. The Faculty Association may, by written notice to the Chancellor within fifteen (15) days after receipt of the request from the aggrieved, submit the grievance to binding arbitration. If the two parties cannot agree on a specific arbiter, they shall request an odd-numbered list of experience individuals from the California State Conciliation Service. The arbiter shall be selected within ten (10) days after receiving the list by the "alternate strike method" (or by another method mutually agreeable to the parties) until only one name remains. The arbiter shall be asked to formally support or deny the grievance.
- 3.8.2 If the grievance is supported, the District shall pay for the full cost of the arbiter's fee, its own cost of representation and all other mutually agreed upon hearing expenses. In the event that other costs are not mutually agreed upon, they shall be paid half by the Faculty Association and half by the District. If the decision is split, the arbiter shall determine the distribution of the costs between the parties, excepting the cost of representation.
- 3.8.3 A notice of the request for binding arbitration shall be sent to the Chancellor and shall include a copy of the original grievance, Level II appeal, decisions rendered and all other relevant information.

**Faculty Association  
Collective Bargaining Agreement**

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- 3.8.4 The arbiter will decide the time and place for a hearing in consultation with the parties. The hearing will be private and, unless otherwise agreed, will be conducted in accordance with the Rules of the California State Conciliation Services.
- 3.8.5 Attendance at the hearing shall be limited to persons whose presence has relevance to the hearing and only for the period of time that such presence is required, and to the following:
  - 3.8.5.1 The grievant and the grievant's representative(s);
  - 3.8.5.2 The district representative and the district representative's advisor;
  - 3.8.5.3 The arbiter;
  - 3.8.5.4 The witnesses, but only while giving testimony;
  - 3.8.5.5 An observer designated by the Faculty Association;
  - 3.8.5.6 The Director of Human Resources or an observer designated by the Director;
  - 3.8.5.7 A court reporter.
- 3.8.6 The arbiter shall not consider any matter outside the scope of the grievance as defined in this contract, shall strictly confine the decision to the precise issue submitted and this specific contract, and shall not under any circumstances make a recommendation on any other issue. However, the issue as to whether a matter is outside the scope of the grievance is to be determined by the arbiter.
- 3.8.7 After the close of the binding arbitration hearing, the arbiter shall establish a schedule for submission of written briefs.
- 3.8.8 The arbiter shall submit the decision in writing to all the parties within thirty (30) days after submission of the last brief.

**3.9 MISCELLANEOUS PROVISIONS**

- 3.9.1 During the proceedings, and until a final determination has been reached, all proceedings shall be private and confidential. Parties may settle at any time outside of this procedure.
- 3.9.2 Any faculty member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Faculty Association as long as the adjustment is reached prior to Level III and the adjustment is not inconsistent with the terms of this contract and provided that the District shall

**Faculty Association  
Collective Bargaining Agreement**

---

not agree to a final resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

- 3.9.3 There shall be no reprisals of any kind taken against any faculty member or representative because of participation in a grievance or the support thereof.
- 3.9.4 The District's failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging of an appeal to the next step of the procedure, within the time allotted, as if the decision had been given. Failure by the Faculty Association or grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- 3.9.5 In the event that a grievance affects more than one faculty member, the grievance may be filed by the Faculty Association on behalf of all affected faculty members; and if the grievance affects faculty members at more than one work location, it may be initiated at Level II. Grievances concerning the same issue may be consolidated as long as this does not create an unnecessary delay.
- 3.9.6 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any participants.
- 3.9.7 Forms for filing grievances and other necessary documents shall be prepared by the District and the Faculty Association, and shall be given sufficient distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.
- 3.9.8 In the event that it becomes necessary to conduct a grievance hearing or conference with an administrator during the workday, the grievant, representative and witnesses shall be granted, when necessary, release time without loss of pay. The District shall provide a reasonable amount of release time for processing grievances.
- 3.9.9 The District and the Faculty Association will make a reasonable effort to schedule the grievance process during the regular workday and not during assigned classroom hours or hours of service to students.
- 3.9.10 Nothing in this article shall be interpreted to preclude a faculty member from seeking remedies provided by law after the exhaustion of this procedure.



**Faculty Association  
Collective Bargaining Agreement**

---

**ARTICLE 4**

**ADDITIONAL FACULTY MEMBER RIGHTS**

**4.1 SALARY PAYMENTS**

4.1.1 Salary payments to ten (10) month faculty are payable on a ten month basis beginning with August and ending in May of each year in accordance with this section. Salary payments to eleven (11) month faculty are payable on an eleven month basis beginning with August and ending June of each year in accordance with this section. Each salary payment for any calendar month may be made on the last working day of the month but not later than the fifth (5<sup>th</sup>) day of the succeeding calendar month. Paychecks shall be distributed on the last working day of the month except when the last working day is a Friday in which case they will be distributed on the Thursday prior to the last working day.

4.1.2 Deferred Pay

Faculty working a ten (10) month academic year may elect to participate in the District's Twelve Month Deferred Pay Plan. The deadline for election of this option shall be August 1 in any academic year. The additional checks will be paid on June 30 and July 31. The calculation of deferred pay shall not include overload pay. The deferred pay election shall not be revocable until the commencement of the ensuing fiscal year. Enrollment in the deferred pay plan shall continue unless the faculty member provides written notice to the district to discontinue the plan beginning with the next fiscal year.

4.1.3 The District agrees to pay for all instructional overload worked in the fall semester during the months of October, November and December. The District agrees to pay for all instructional overload worked in the spring semester in the months of February, March and April. Non instructional overload shall be paid either in the month worked in or in the subsequent month. The District agrees to pay winter intersession at the end of January.

4.1.4 Paycheck Errors

4.1.4.1 Underpayment

Any error made by the District resulting in insufficient payment for a faculty member of \$100 or more shall be corrected no later than seven (7) working days after the error has been identified to payroll. All adjustments under \$100 shall be corrected as soon as possible. Since these checks may not include all necessary deductions, an adjustment for those deductions may be made in the next regular paycheck.

**Faculty Association  
Collective Bargaining Agreement**

---

**4.1.4.2 Overpayment**

If overpayment of a faculty member is discovered the District shall notify the faculty member and provide an opportunity to meet and confer to review data and to develop a repayment plan, if appropriate. No faculty member shall be required to return overpayment to the District in monthly increments greater than the monthly amounts of the overpayment. No money will be deducted from the faculty member's check without a signed agreement unless otherwise provided by law.

**4.1.5 Sick Leave Balance On Paycheck**

The District shall include sick leave balances for full time, overload and adjunct work on each monthly pay stub subject to payroll's being able to accomplish this task, no later than September 1, 2004.

**4.2 PAYROLL DEDUCTIONS**

Pursuant to authorization for payroll deduction from the faculty member, the District shall provide a process for deductions for tax-sheltered annuities. (See also Article 7 regarding deductions of professional dues and fees.)

**4.3 TAX-SHELTERED ANNUITIES**

4.3.1 Faculty members may participate in a 403B program of their choice, providing the company will sign the District's Hold Harmless Agreement.

4.3.2 Faculty members may participate in a 457 plan.

**4.4 WORKSPACE AND SECURE ENVIRONMENT**

4.4.1 Understanding that space is limited, in every division a reasonable effort will be made to provide workspace and secure storage (perhaps shared) for course and related materials for every faculty member. These efforts shall include consideration of full and adjunct faculty workspace issues in new and renovated buildings.

4.4.2 The District shall make reasonable effort to purchase ergonomically correct furniture for faculty as funds become available for such purchases.

**4.5 PHONE USAGE**

Faculty members shall be provided with a phone in each faculty office to be used for inter-district and local calls related to college business. The District shall pay for all costs related to the use of the phones. Faculty members shall pay all costs the District incurs for long distance personal usage.

**Faculty Association  
Collective Bargaining Agreement**

---

**4.6 ACADEMIC FREEDOM**

- 4.6.1 Institutions of higher learning exist for the common good and not to further the interest of either the individual instructor or the institution as a whole. The common good depends on the uninhibited search for truth and its open expression, and to this end both faculty and students must hold the right of full freedom of inquiry and expression.
- 4.6.2 Academic freedom is equally essential to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom is fundamental to the protection of the rights of the instructor in teaching and to the student in learning.
- 4.6.3 Academic freedom cannot be separated from academic and professional responsibility.
- 4.6.4 Instructors have the right to study and investigate, to interpret their findings, and express conclusions. Instructors may present views that are controversial and may evaluate opinions held by others, while respecting the right of free expression.

Academic freedom does not include use of discriminatory, discourteous, offensive, abusive conduct or language toward students, supervisors, other employees, or the public while in performance of District employment.

**4.7 COPYRIGHT**

- 4.7.1 Copyright for materials, publications, tapes and other written, verbal, visual, audio, computer generated, or artistic products developed, conceived or executed by a faculty member shall be awarded to the faculty member unless the faculty member is specifically directed or employed by the District to create the work.
- 4.7.2 If there is disagreement relative to a copyright, the requirements of law shall apply.

**4.8 MILEAGE**

- 4.8.1 The District agrees to pay mileage at the current IRS rate.
- 4.8.2 If a faculty member is required to provide service at the home college and an additional District site during the same day, mileage reimbursement plus one (1) hour at the lowest lab rate shall apply to travel between the District campuses, but mileage only shall apply from a District campus to one other on the same day.

**Faculty Association  
Collective Bargaining Agreement**

---

- 4.8.3 When travel to additional District sites requires a return to the home college on the same day, the faculty member shall be compensated for travel in both directions.

**4.9 PARKING**

- 4.9.1 All faculty members will be provided free on campus parking in designated staff parking areas.
- 4.9.2 The District will conduct a parking audit with input from faculty, at Evergreen Valley College and will explore ways in which existing parking might be reallocated to respond to faculty parking concerns.

**4.10 EMERITUS FACULTY RIGHTS FOR FACULTY POST 2003**

The District shall provide:

- 4.10.1 Free parking.
- 4.10.2 Use of the library consistent with faculty member privileges and district procedures.
- 4.10.3 Free admittance at regular district/college events. The district has the sole discretion to identify events that shall not be free on a case-by-case basis.
- 4.10.4 Participation in graduation.
- 4.10.5 Email Access for a period not to exceed (2) two years after retirement. This access is subject to District policy and procedures and can be discontinued for inappropriate use.
- 4.10.6 Right to free classes: Emeritus Faculty shall have the right to take classes without charge so long as such attendance does not deprive any paying member of the public from taking the class.

**4.11 FACULTY RIGHTS TO FREE CLASSES**

Faculty shall have the right on their own time to take classes without charge so long as such attendance does not deprive any paying member of the public from taking the class

**4.12 NO RIGHTS WAIVED**

Except as specifically provided in this contract, no right or benefit of a faculty member provided by law is waived by this contract. This provision is not subject to the grievance procedure.

**Faculty Association  
Collective Bargaining Agreement**

---

**4.13 OUTSIDE EMPLOYMENT**

No contractual arrangement with the District shall prohibit faculty members from accepting outside employment not in conflict with the responsibilities of their District service.

**Faculty Association  
Collective Bargaining Agreement**

---

**ARTICLE 5**

**FACULTY ASSOCIATION RIGHTS**

**5.1 SMALL BUSINESS EQUIPMENT**

The District shall provide available small business equipment for the use of the Faculty Association in administering duties as the exclusive bargaining representative in the areas of negotiations and grievance administration at no charge.

**5.2 USE OF FACILITIES**

The District shall provide to Faculty Association officers and office staff the free use of building facilities at reasonable times when such facilities are not otherwise in use. For Faculty Association meetings other than those dealing with negotiations, grievances and general unit membership, the Faculty Association shall pay as per the current Community Services Schedule of Costs for the use of such facilities.

**5.3 FREE PARKING**

Faculty Association officers and staff members shall be provided free parking in designated staff parking areas.

**5.4 USE OF MAIL BOXES**

The Faculty Association and its representatives shall have the right to free use of the District inter-office and inter-campus mail distribution service for faculty association communications and shall be provided access to all faculty mailboxes for such use.

**5.5 RESTRICTIONS ON USE**

The Faculty Association will not use facilities, equipment or the District mails for political or campaign activities not related to negotiations and grievance administration.

**5.6 RELEASED TIME**

For the purpose of meeting and negotiating and processing grievances (as per Government Code Section 3543.1), faculty members representing the FA shall receive periods of released time as follows:

5.6.1 The FA may request and the District shall provide released time equivalent to a maximum of 1.0 full-time equivalent (FTE) teaching load each semester.

- In addition, when the agreement is being negotiated, the District shall provide .60 full-time equivalent teaching load released time. The FA must request the released time allocation from the District prior to the

**Faculty Association  
Collective Bargaining Agreement**

---

commencement of negotiations and the allocation shall cease at the end of the term in which the negotiations are concluded.

- All released time provided shall be distributed and granted in complete service increments only. A complete service increment is one course per semester or its equivalent.
- Faculty members who are released for these purposes shall experience no loss of salary, benefits, or credit for recency of experience.

5.6.2 In addition to the released time allocated by the District, the District shall provide up to a maximum of 1.0 FTE release time for purchase by the FA. This released time will be provided upon request, and the FA will reimburse the District at Step 4 of the lecture rate on the part-time adjunct salary schedule plus salary related fringes (Worker's compensation, unemployment insurance, employer's portion of retirement contributions and employer's contribution of social security/Medicare.)

5.6.3 Only part-time faculty will be hired to cover courses left un staffed by faculty receiving released time purchased by the FA.

5.6.4 Released time for an individual will not be provided if the District reasonably determines that the division or department will be instructionally impacted.

5.6.5 No later than two (2) weeks before the start of each semester, the Faculty Association shall inform the District of the names of academic faculty members it has designated to receive released time during the semester and the extent to which each will be released from the faculty members normal duties.

## **5.7 BULLETIN BOARDS**

5.7.1 The Faculty Association shall be provided the use of bulletin board space (measuring approximately 3x5 feet) where faculty are assigned and where they collect their mail. The cost for this space shall be paid for by the District. All postings must contain the date of posting and a signed authorization by the President of the Faculty Association.

5.7.2 The Faculty Association will not post or distribute information which is libelous of the District or its personnel.

## **5.8 NAMES AND ADDRESSES OF FACULTY**

The Faculty Association will be provided, within thirty (30) days after the start of each academic semester, the name, address and zip code of each faculty member in the bargaining unit. The Faculty Association shall also be provided with the telephone number of each unit member (unless they object, via a form which the District will

**Faculty Association  
Collective Bargaining Agreement**

---

provide to each member upon hiring.) The faculty member will be given ten (10) working days to object.

**5.9 TELEPHONE USAGE**

The Faculty Association President and designee may use the District telephone located in the Faculty Association office for related Faculty Association activities and will pay for any long-distance charges relative to the Faculty Association's use of the phones.

**5.10 AGENCY SHOP**

All faculty members in the bargaining unit shall, as a condition of continued employment, either join the Faculty Association, or pay a fair share service fee to the Faculty Association.

5.10.1 The Faculty Association shall determine the amount of dues/fair share service fees in compliance with applicable laws including Section 3540.1(i) (2) of the California Government Code and shall communicate any changes to the current amount to the district thirty (30) days prior to implementation.

5.10.2 The District Office agrees to deduct dues/fair share from the paycheck of all faculty members and substitutes working five (5) or more consecutive days in a semester. Such Union dues/fair share service fees that shall be paid to the FA monthly and transmitted to the FA within two (2) working days of payroll.

5.10.3 Payroll Lists

Together with aggregate amount deducted from the payroll and payable to the Faculty Association, the District shall transmit to the FA. an alphabetical list of the faculty members who have had dues or service fees deducted from their salaries along with employee identification number, total compensation and amounts deducted.

5.10.4 Charity Fee Deductions

Any faculty member who is a member of a religious body whose traditional tenets or teachings include objections to join or financially support faculty member organizations shall not be required to join or financially support the Faculty Association. The faculty member must submit proof of such membership to the FA.

5.10.4.1 Service fees shall be deducted by the District from the pay of any unit member who provides acceptable proof to the FA of such religious affiliation and shall be transmitted by the District to the Bay Area Red Cross, 501 (c) (3) organization.



**Faculty Association  
Collective Bargaining Agreement**

---

5.10.4.2 The FA will receive from the District Office quarterly proof of payments to the charitable fund of an amount equivalent to dues. The current faculty who is exempt from obligation to pay shall be continued as an exemption.

**5.10.5 Annual Verification Of Representation Fee By Faculty Association**

The Faculty Association shall submit a copy of the detailed financial report to the District, which the Faculty Association must make available to the Public Employment Relations Board pursuant to Government Code Section 3546.5. The parties agree that the Faculty Association must supply a copy of said financial report to the District as a condition precedent to the District's automatic deduction of their representation/service fee from a unit member's payroll.

**5.10.6 District's Obligations**

The District's sole and exclusive obligations under this Article are to notify any unit member who has failed to comply with the provisions of this article that such unit member must either become a Faculty Association member, pay representation/service fee, either through voluntary or involuntary deductions or pay charity fee deduction in Section 5.11.4. Under no circumstances shall the district be required to dismiss any unit member for failure to fulfill the faculty member's obligations to pay the fees established herein.

**5.10.7 Hold Harmless And Indemnity Provision**

The Faculty Association as defined in the Agreement shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the District or any of its agents, in connection with the administration or enforcement of any Section in the Agreement pertaining to representation/service fee.

Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District.

5.10.7.1 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Faculty Association shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed in Section 5.11.7 above shall be compromised, resisted, defended, tried or appealed.

5.10.7.2 In determining whether or not such actions shall be compromised, resisted, defended, tried or appealed, the District will defer to the Faculty Association's interests if the District does not have a distinct and separate legal interest in the disputed matter.

**Faculty Association  
Collective Bargaining Agreement**

---

5.10.7.3 The District shall not be entitled to be reimbursed for any costs for which the Faculty Association was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.

5.10.7.4 As provided in Government Code Section 3546.3, if a faculty member who qualifies under Section 5.11.4 requests the assistance of the Faculty Association in using the grievance procedure set forth in Article 3 or in representing the faculty member in individual issues related to terms and conditions of employment, the Faculty Association may charge the faculty member for the reasonable cost of providing these services.

**5.11 ACCESS TO INFORMATION**

5.11.1 The Faculty Association shall have access to District records necessary for collective bargaining and representational duties. Such records may be inspected by the Faculty Association during normal office hours. Copies of such records shall be available under procedures set forth in the Public Records Act at a cost, which shall represent a reasonable fee for the reproduction of such records.

5.11.2 The Board of Trustees, upon request by the Faculty Association, agrees to furnish to the Faculty Association, within five (5) days, information concerning the financial and professional resources necessary to fulfill its role as exclusive representative.

5.11.3 Such information shall include, but not be limited to: annual financial reports and audits, register of academic personnel, tentative budgetary requirements and allocations, agendas and minutes of current Board meetings and all attachments at the time of distribution to the Board, census and membership data, salaries paid, and other information that may be used in negotiations and processing grievances. In addition, the Board, upon request, agrees to provide information the Faculty Association deems necessary to fulfill its role as exclusive representative.

**5.12 WORK PRESERVATION**

Except for academic supervisors and Deans who are required to teach as part of their load, classroom instruction and other unit academic duties shall not be assigned to non-unit members without the express advanced written consent of the Faculty Association.

**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 6**

**PERSONNEL FILES**

**6.1 LOCATION**

- 6.1.1 There shall be a personnel file for each full time faculty member, which shall be located in the District Human Resources Office. The official personnel file may consist of more than one folder if necessitated by the bulk of materials. If more than one folder exists, this condition shall be specifically referenced on the most current folder as well as content and location of the other folders in Human Resources.
- 6.1.2 Personnel files for adjunct faculty members shall be located at the Office of Academic Support located at San Jose City College and at the Office of Academic Services located at Evergreen Valley College.
- 6.1.3 Personnel files at the District Office and at the colleges shall be maintained in a secure location.

**6.2 CONTENTS**

Reviewable materials shall not include confidential ratings, reports, or records obtained by a District search committee formed in accordance with District policy to review applicants for vacancies.

**6.3 INSPECTION RIGHTS**

- 6.3.1 Every faculty member shall have the right, at reasonable times, to inspect their employment record retained in the personnel files that may affect the status of the faculty member's academic employment. For the purpose of this article, an "employment record" is any record that:
  - 6.3.1.1 Pertains directly to the employment relationship between faculty members and the District;
  - 6.3.1.2 Is retained in the personnel files of the District.
  - 6.3.1.3 Is accessible by the faculty members name or other means of individual identification such as social security number.
- 6.3.2 Information from the employment records of a faculty member shall not be released without the consent of the faculty member unless the release is compelled by law or by a judicial order or lawfully issued subpoena. Nothing in this section shall prohibit inspection of employment records by officials of the

**Faculty Association  
Collective Bargaining Agreement**

---

District or of the State who have legitimate business interests that justify the inspection.

- 6.3.3 All written material that may serve as a basis for a faculty member's suspension, dismissal, or reprimand shall be kept in the faculty member's personnel file.

**6.4 DEROGATORY OR OFFENDING MATERIAL**

- 6.4.1 Information of a derogatory nature, except material mentioned in Section 6.2 above, shall not be entered or filed in the faculty member's personnel file unless and until the member is given written notice and an opportunity to review and comment thereon. A faculty member shall have the right to enter and have attached to any such derogatory statement, the faculty member's own comments. Such review shall take place during normal business hours, and the faculty member shall be released from duty for this purpose without salary reduction.
- 6.4.2 If a faculty member believes that any employment record or any portion thereof is not accurate, relevant, timely or complete, the member may request correction of the record or deletion of the offending portion, or both. Such a request shall be in writing and shall include a statement of the corrections and deletions that the faculty member believes are necessary and the reasons therefore. The request shall be addressed to the Chancellor or designee.
- 6.4.3 Within ten (10) days of the receipt of a request to remove offending material, the Chancellor or designee shall either agree to, or deny the appeal. If the request is denied, the Chancellor or designee shall state the reasons for the denial in writing. Both the request and the denial shall become a part of the faculty member's personnel file. If the request is approved, the offending material shall be removed from the file.
- 6.4.4 Derogatory material which has been a part of the faculty member's file for a period of five (5) years shall be removed upon request of the faculty member unless a subsequent event of a similar nature has occurred within the five (5) year period.

**6.5 POSITIVE MATERIAL**

Evidence of professional achievement or special service to college, District, community or profession may be entered in the personnel file by the faculty member or the District management.

**Faculty Association  
Collective Bargaining Agreement**

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**6.6 DUPLICATE FILES**

The provisions of this Article shall not prohibit the District from maintaining materials which are duplicates of personnel file material or non-derogatory material referring to the members at other locations (e.g., with the supervisor); however, the District may not base employment decisions on materials not contained in the faculty member's personnel file.

**6.7 ANONYMOUS MATERIAL**

Anonymous material shall not become a part of a faculty member's employment record without the written consent of the faculty member. Material is anonymous if the name of the source of the material is not disclosed to the faculty member.

**6.8 COPYING FILE MATERIAL**

Faculty members may obtain copies of materials for a reasonable cost of duplication.

**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 7**

**PROFESSIONAL DUES OR FEES**

**7.1 AUTHORIZATION TO PAYROLL**

7.1.1 Any faculty member may sign and deliver to Administrative Services an assignment authorizing payroll deduction of Faculty Association dues or assessments to the Faculty Association. Such authorization shall continue in effect from year to year unless revoked, in writing, between June 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct the amount of dues determined by the Faculty Association from the regular salary check of the faculty member each month for ten months.

7.1.2 With respect to all sums deducted by the District pursuant to authorization of the faculty member, the District shall, no later than the tenth (10th) day of each pay period for faculty member, draw its order upon the funds of the District in favor of the organization designated by the faculty member and shall transmit the total amount to that organization no later than the fifteenth (15th) day of each pay period for faculty members. Ed. Code 87833, paragraph 2)

**7.2 INFORMATION DISTRIBUTION**

7.2.1 Dues paid to the Faculty Association shall be accompanied by an alphabetical list of faculty members for whom such deductions have been made.

7.2.2 The Faculty Association agrees to furnish any information needed by the Chancellor to fulfill the provisions of this Article.

**7.3 AUTHORIZED DEDUCTIONS**

7.3.1 The District will submit dues or fees, upon request of faculty member for payroll deduction to the following:

7.3.1.1 A Professional Faculty Association (Ed. Code 87833, paragraph 1);

7.3.1.2 Faculty Association of the California Community Colleges. (FACCC);

7.3.1.3 Academic/Faculty Senates;

7.3.1.4 Any special fund administered by the Board or the Faculty Association, or both;

7.3.1.5 Payments or contributions as may be mutually agreed upon by the Board of Trustees and the Faculty Association;

**Faculty Association  
Collective Bargaining Agreement**

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- 7.3.1.6 Payments to a credit union or bank;
- 7.3.1.7 Purchase of government savings bonds;
- 7.3.1.8 Premiums for insurance sponsored by a professional Faculty Association;
- 7.3.1.9 No deduction shall be permitted during the term of this Agreement for the payment of any dues, fees or contributions to any faculty organization as defined in Government Code 3540.1 other than the Faculty Association.

**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 8**

**FULL-TIME FACULTY SALARY**

**8.1 SALARY SCHEDULE INCREASE**

Effective July 1, 2006 the salary schedule shall be increased by 5.92%.

**8.2 SALARY SCHEDULE<sup>1</sup>**

The current salary schedule for full-time faculty shall be included as Appendix C 1 and C 2 of this contract. A faculty member with return rights to a permanent contract position, who teaches 60% or more, but less than a full load 100% (FTE) shall receive pro-rata salary of Appendices C 1 or C 2 and shall receive full employee benefits and shall share the pro-rata cost of their eligible dependents' benefits. (see Article 17) Academic adjunct faculty shall receive pro-rata salary and benefits for a given semester as described above only when their assigned load is more than 60% for that semester.

**8.3 PLACEMENT OF FACULTY ON SALARY SCHEDULE**

Faculty members assigned to provide instructional and non-instructional services shall be placed on the salary schedule and assigned to one of the five (5) salary classes in accordance with 8.4 and 8.5 and sub-sections of this article. The Human Resources Director shall be responsible for the correct placement of each faculty member, in accordance with this contract, and shall forward a copy of the placement and how it was derived to the Faculty Association.

**8.4 INITIAL CLASS PLACEMENT OF DISCIPLINES REQUIRING A MASTERS DEGREE**

Class placement at time of employment is based on the following determining factors: A faculty member is placed in Classes II through VI depending upon degrees and number of academic units over and above degree(s). Work experience does not determine class placement.

8.4.1 Degrees and units for initial placement must be earned at a college or university accredited by a recognized agency. Course work accomplished at foreign institutions will be accepted as evaluated by a recognized foreign transcript evaluator.

8.4.2 Academic units above a baccalaureate's degree (must be graduate level units) beyond a B.A. granted by a full-accredited college or university.

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<sup>1</sup> Modifications were made to the 2001/02 salary schedule. Steps 1 through 5 of the schedule were eliminated. The faculty salary schedule was renumbered. Faculty at steps 1 through 5 were moved to step 6, and step 6 became step 1 on the renumbered schedule. A new step 17 was added for column IV. This step has the same conditions applied to the old step 22 for columns V and VI. A new step 19 was added for columns V and VI.



**Faculty Association  
Collective Bargaining Agreement**

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**8.4.3 Verification of Degrees, Units, and Experience**

Degrees and academic units must be verified by official transcripts sent directly to Human Resources by the granting institution. Each faculty member is responsible for providing official transcripts, teaching and work experience verifications to Human Resources no later than sixty (60) days after the beginning date of hire. Credit may not be granted retroactively for academic, teaching or work experience verification received subsequent to the sixty (60) day limit, but may be considered for subsequent advancement credit.

**8.4.4 Computation of Units**

In placing faculty on the salary schedule, all college or university units shall be computed on the basis of the equivalent of a semester.

**8.5 ORIGINAL STEP PLACEMENT**

A combination of teaching and/or closely related occupational experience shall determine initial step placement. Step placement at time of hire is dependent upon experiential factors:

**8.5.1 Minimum Step Placement**

A newly-appointed faculty member who has not had previous teaching experience and/or related occupational experience will be placed on Step 1. New hires with less than 6 years qualifying experience will be placed at Step 1.

**8.5.2 Maximum Step Placement**

Step 4 will be the highest step placement for newly appointed faculty members who present evidence of appropriate previous experience within the 60-day limit as defined in 8.4.3.

**8.5.3 Full-time Education Service Experience**

For step placement, year-for-year credit will be allowed on the basis of one (1) increment for each year of verified experience as teacher, counselor, librarian, nurse or other faculty position experience not to exceed a total of nine (9) years. A year experience is obtained by paid full-time educational service in an accredited secondary school or college or university.

One (1) year of full-time teaching experience shall be defined as service rendered of no less than 75% of time and load during each semester of a previous qualifying school year. Employment as a teaching assistant or laboratory assistant will not be accepted as qualifying experience. Teaching experience must be as "the teacher of record".

**8.5.4 Credit of Previous Academic Adjunct Teaching Experience**

Credit for academic adjunct paid-teaching experience shall be granted pro-rata based on the total teaching load taught by an instructor in the faculty member's previous employment at an accredited secondary school, college or university.

**Faculty Association  
Collective Bargaining Agreement**

---

The total credit allotted for previous academic adjunct experience will be rounded off to the nearest whole number. An instructor may not be credited with more than one (1) year experience for service within any one (1)-school fiscal year.

**8.5.5 Closely-Related Occupational Experience**

Verified occupational experience directly related to the assignment will be allotted credit for increment purposes on the basis of one (1) increment per year of full-time employment experience for the first three (3) years; and one (1) year for each two (2) years thereafter, to a maximum of five (5) years' creditable work experience.

**8.6 PLACEMENT ON SALARY SCHEDULE FOR FACULTY IN DISCIPLINES NOT REQUIRING A MASTERS DEGREE**

All new faculty who meet the minimum qualifications adopted by the Board of Trustees for disciplines not requiring a master's degree shall be placed in Class II of the salary schedule.

8.6.1 Minimum Step Placement: (same as 8.5.1)

8.6.2 Full-time Paid work experience (same as 8.5.3)

**8.7 CREDIT FOR DOCTORAL DEGREE**

Full-time instructors possessing an earned doctoral degree from an institution recognized by the American Council on Post Secondary Education shall be automatically placed in Class VI. If a doctoral degree was earned at a foreign university, the applicant shall provide an evaluation of equivalency and the District shall apply the same evaluative standards to determine its value as would the State Chancellor's Office. Holders of honorary doctoral degrees and degrees from institutions not accorded recognition by the American Council on Post Secondary Education shall not qualify for this placement.

**8.8 MILITARY, PEACE CORPS AND VISTA**

Military, Peace Corps, and VISTA, or equivalent government service may be credited in lieu of educational service experience in the Faculty Service Area (FSA) applied for, provided the individual meets minimum qualifications for hiring or had completed the requirements for minimum qualifications in the FSA applied for, prior to the time of entering such service.

**8.9 ADVANCEMENT OF ALL FULL-TIME FACULTY ON SALARY SCHEDULE**

8.9.1 Advancement on the salary schedule is based on years of service (see 8.9.2) and on continuing educational development (see 8.9.3).

**Faculty Association  
Collective Bargaining Agreement**

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**8.9.2 Advancement by Step**

8.9.2.1 Advancement by step, down the salary schedule, is based on years of service. Faculty members employed on the regular salary schedule shall advance one (1) step for each year of service until the maximum in the class is attained.

8.9.2.2 Faculty members hired mid-academic year (spring semester) shall advance one (1) step on the following January 1<sup>st</sup> until their maximum step is reached.

8.9.2.3 Advancement shall not occur when the actual service rendered was less than 75% in time and load FTEF as an average for the entire academic year. Therefore faculty who work a total of 75% or more over the past academic year shall advance to the following step in the next year.

8.9.2.4 Faculty members classified as academic adjunct "Peralta Decision" employees shall advance one (1) step for each year of full-time service equivalency, 75% until the maximum step in the class is attained.

**8.9.3 Movement Across Salary Classes**

Movement across the salary classes is based on continuing educational development of the faculty member including education obtained while on sabbatical. It shall be the responsibility of each faculty member to submit verification of completion of unit(s) or degree(s) or work experience requirements for movement to a higher salary class. Such verification shall require official transcript(s) or official documentation sent directly to Human Resources from the granting institution or other record that the Chancellor of the San Jose/Evergreen Community College District shall prescribe. All required verifying evidence of completion for the movement across the salary schedule must be submitted to Human Resources. Verified information received by the 15th of any month within a regular annual payroll cycle for that faculty member shall entitle movement on the pay schedule in the next monthly pay period, provided that the faculty member would have received a paycheck in that month. Verified information received after the 15th of the month or verified information received in a month which there is no regular pay period following, shall be paid in the next regular pay cycle.

**8.9.4 Graduate Course Credits**

Unit requirements for advancement in salary classes must be completed after the baccalaureate degree is granted.

Course work must carry graduate credit as established by the institution offering the work. All course work submitted for salary class advancement must be offered in an institution of higher learning accredited by an agency recognized by the American Council on Post-Secondary Education.

**Faculty Association  
Collective Bargaining Agreement**

---

**8.9.5 Undergraduate Course Credit**

Undergraduate course work may be counted toward salary schedule advancement if it can be demonstrated that such course work advances the instructor's skill and/or ability in the faculty member's teaching area. The faculty member shall obtain approval for undergraduate courses from the Professional Recognition Committee. (PRC)

**8.9.6 Credit for Non-Academic Experience**

Full-time faculty may apply to have non-academic experience relevant to their effectiveness in their assignment as an instructor evaluated for advancement credit on the salary schedule. In order to assure credit, the faculty member shall obtain prior approval of the experience. To receive credit of approved, non-academic experience, the faculty shall submit a written report of the work completed and its relevant value, including written certification of non-academic experience, on forms provided by the District. Such experience shall be credited according to PRC procedures as set forth in Section 10.4.

Sixty (60) hours of non-academic work shall be required to earn one (1) unit. A maximum of six (6) unit equivalents may be credited to any single lane move.

**8.9.7 Credit for Learning Communities and Service Learning**

8.9.7.1 Faculty members at Classes II, III and IV, on the Academic Salary Schedule who participate in Service Learning and Learning Communities may apply to earn credit for movement across salary classes. (For step increases using Professional Recognition See Article 10.3.8)

8.9.7.2 In order to qualify for credits for movement across the salary schedule, faculty must complete one or more of the following:

1. Learning Communities: To qualify, a faculty member, in addition to participating in the faculty member's own class, must participate in the linked class for a minimum of one hour per week and confer with their colleague on the planning of the classroom activities and instructional strategies.
  - For each unit (1 unit) of linked classroom time (not the faculty member's own class) a faculty member shall receive 1 semester unit credit.
  - A maximum of six (6) unit equivalents may be credited to any single lane movement for participation in this initiative.
2. Service Learning: To qualify, a faculty member must supervise and evaluate students' service learning activities. Additionally, faculty members shall develop and implement service-learning projects for students by working directly with the Service-

**Faculty Association  
Collective Bargaining Agreement**

---

Learning Coordinator(s) and/or directly contacting community organizations.

- For every ten (10) students in a service-learning project per semester, the faculty member shall receive one (1) semester unit credit.
- A maximum of six (6) unit equivalents may be credited to any single lane movement for participation in this initiative.

**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 9**

**ADJUNCT FACULTY AND SUBSTITUTES**

**9.1 SALARY SCHEDULE INCREASE**

Effective July 1, 2006 the salary schedule shall be increased by 5.92%.

**9.2 SALARY SCHEDULE<sup>2</sup>**

9.2.1 The current salary schedule for adjunct and substitute faculty shall be included as Appendix D of this contract.

9.2.2 Adjunct Pro-rata Agreement

- a. There is currently approximately \$778,617 allotted to SJECCD for part-time parity pay.
- b. The District and Union agree that this money will be used to move all hourly instruction onto the full time salary schedule at an agreed upon pro-rata amount effective with the Fall 2007 semester. The details of the implementation of this agreement will be negotiated during Spring 2007.
- c. The hourly salary schedule (Appendix D) will cease to exist.
- d. The Union and District will meet and negotiate to determine the pro-rata percentage for placing the adjunct faculty on the full-time faculty salary schedule. The parties agree that the implementation of this section shall not result in a decrease in pay for any current adjunct faculty member.
- e. Any new contract language needed to facilitate the understanding and implementation of transition of the adjunct faculty onto the full-time salary schedule will be negotiated between the Union and the District no later than May 2007.

**9.3 SALARY PLACEMENT**

Faculty members employed for adjunct service shall be placed on the adjunct faculty salary schedule step for which their years of educational service and occupational vocational experience qualify them.

9.3.1 Teaching Experience Placement

For teaching experience adjunct faculty shall be placed on the salary schedule as follows;

- Step 1 0-3 years previous teaching  
Step 2 4 years previous teaching

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<sup>2</sup> In 2000/2001 Steps 1-3 of the Salary Schedule were eliminated. The Adjunct Salary schedule was renumbered and an eighth step was added.

**Faculty Association  
Collective Bargaining Agreement**

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Step 3 5 or more years previous teaching

**9.3.2 Verified Occupational/Vocational Placement**

For verified occupational/vocational experience adjunct faculty shall be placed on the salary schedule as follows;

Step 1 0-4 full time years of occupational work experience

Step 2 5-6 full time years of occupational work experience

Step 3 7-8 full time years of occupational work experience

Step 4 9 or more full time years of occupational work experience

**9.3.3 Credit for Prior Teaching and Creditable Work Experience**

**9.3.3.1 Creditable Service**

For placement creditable service can include a combination of teaching experience and directly related work-experience not to exceed placement on Step 4.

Instructors shall be given credit to a maximum of five (5) equivalent years prior teaching experience outside the District (placing the faculty at Step 3) for teaching experience in an accredited secondary school or college/university or up to a maximum of six (6) years of creditable work experience (placing faculty at Step 4).

**9.3.3.2 Combination of Teaching and Creditable Work Experience**

Adjunct faculty shall be placed on the salary schedule as follows for verified creditable work experience and teaching experience:

Step 1 Any combination of creditable teaching and work experience equal 0-3 years

Step 2 Any combination of creditable teaching and work experience equal to 4 years

Step 3 Any combination of creditable teaching and work experience equal to 5 years

Step 4 Any combination of creditable teaching and work experience equal to 6 years or more

Each faculty member is responsible for providing official transcripts, teaching and work experience verifications to the Office of Academic Support located at San Jose City College, or to the Office of Academic Services located at Evergreen Valley College no later than sixty (60) days after the beginning date of hire.

Credit may not be granted retroactively for academic teaching or work experience verifications received subsequent to the sixty (60) day limit.



**Faculty Association  
Collective Bargaining Agreement**

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## **9.4 ADJUNCT FACULTY PARITY/EQUITY**

### **9.4.1 Parity Definition**

The District and the FA are committed to increasing the parity definition of temporary, adjunct faculty to 100%. They also agree to increase the percentage of pro-rata pay scales for adjunct and full-time overload to 100% contingent upon the District's receipt of State Adjunct Faculty Compensation Funding. Nothing in this Agreement prevents additional negotiations on this subject, including negotiations to identify potential additional sources of funding, in accordance with the collective bargaining process.

### **9.4.2 Equity Pay**

The adjunct faculty compensation adjustments committed by this Agreement are funded entirely by the State of California in a special funding allocation. The funding for the 2001-2002 and 2002-2003 fiscal years was \$747,313. The funding allocated from the State of California for the 2003-2004 fiscal year is currently \$666,535. A "deflator trigger" or an "inflator trigger" will be used to adjust the allocation to bargaining unit faculty as the budget allocation from the state is adjusted. In the event that a "deflator" or "inflator" trigger is utilized, the District agrees to provide the back-up documentation to the FA upon request. In the event that funding is reduced or eliminated mid-year, the District reserves the right to offset the reduced funding against any remaining scheduled payments.

### **9.4.3 Currently Contracted Adjunct Load**

The instructional adjunct faculty's load as presently contracted is 81.25% of a full-time faculty load. The non-instructional adjunct faculty's load as presently contracted is 87.5% of a full-time faculty load. However, the current adjunct faculty salary schedule does not equal either or 81.25% or 87.5% of the full time faculty salary schedule. For the purposes of applying the current State Adjunct Faculty Compensation Funding to adjust the adjunct salaries, the current load comparisons for instruction and non-instruction adjunct faculty of 81.25% (instructional) and 87.5% (non-instructional) shall be used. The parity percentage shall be adjusted in accordance with any negotiated changes to the adjunct faculty contract load consistent with the goal of achieving 100% parity. In the event pay parity as contracted is reached any un used funds provided under the "funding" shall be applied to reach load parity. The 100% parity would include the addition of professional duties and office hours on a pro-rata basis and that the modification/addition of these duties will be subject to bargaining.

### **9.4.4 Calculation and Disbursement of Funds**

The District and the FA agree to continue to utilize the approach currently in place for the calculation and disbursement of funds. This approach recognizes that the current and previous amounts do not fully fund the adjunct faculty load



**Faculty Association  
Collective Bargaining Agreement**

---

as presently contracted (81.25/87.5%). Therefore, the current process of dividing the funded amount by adjunct and overload hours worked can stand. A payment method will be developed to reflect these adjustments and to work on revising the adjunct faculty salary schedule consistent with funding and the goal of reaching 100% parity.

**9.5 REDUCTION IN SALARY**

When a reduction in salary would result from a revision to the salary schedules, the faculty member's salary shall be maintained at the faculty member's current level of compensation until the next applicable advancement on the salary schedule.

**9.6 ADVANCEMENT BY STEP**

Faculty members employed on the adjunct salary schedule shall advance one (1) step for each year of service until the maximum step is attained. Faculty members hired mid-academic year (spring semester) shall advance one (1) step on the following January 1<sup>st</sup> until their maximum step is reached.

**9.7 CREDIT FOR PRIOR TEACHING AND WORK EXPERIENCE**

Instructors shall be given credit to a maximum of five (5) equivalent years prior teaching experience outside the District for teaching experience in an accredited secondary school or college/university or up to a maximum of six (6) years of creditable work experience.

**9.8 PAY FOR PARTICIPATION IN PROFESSIONAL DEVELOPMENT DAYS**

Adjunct faculty shall be paid for activities in which they participate, not to exceed three (3) hours per PD day. No adjunct faculty will be paid for both regularly scheduled service and a PD day activity which occur during the same hour.

**9.9 OFFICE HOURS**

Adjunct faculty duties and responsibilities will include office hours. Adjunct faculty members will be responsible for keeping office hours for each class taught. Office hours shall be based on the standard of one half (.5) hour for each 20% load course. Appropriate locations for office hours may include, but are not limited to, division offices, division labs, classrooms, tutorial centers, library, student council chambers, campus center, and, at the discretion of the individual regular faculty, shared faculty offices.

**9.10 DISBURSEMENT OF SALARY CHECKS TO ADJUNCT FACULTY**

Checks shall be disbursed to adjunct faculty on the tenth (10<sup>th</sup>) of each month in equal payments, as applicable in October, November, December and January for the fall semester; and March, April, May and June for the spring semester. Faculty hired at other

**Faculty Association  
Collective Bargaining Agreement**

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times during the semester shall be paid on the tenth (10<sup>th</sup>) of each month following commencement of services.

**9.11 RETIREMENT SYSTEMS/SOCIAL SECURITY TAXES/TAX SHELTERED PROGRAMS**

Each new adjunct faculty member will be provided information about all retirement options and required to make a choice in writing within (30) thirty days.

**9.11.1 Public Retirement System**

Adjunct faculty who do not belong to a public retirement system have the option of enrolling in the State Teacher's Retirement System (STRS) defined benefit plan or the STRS cash balance plan. Enrollment in the STRS cash balance will result in a reduction of four percent (4%) of the adjunct faculty member's wages being deposited in the cash balance account at STRS. An equal amount will be contributed by the District.

**9.11.2 Social Security**

Adjunct faculty employed before January 23, 1998, who choose not to participate in either STRS plan, shall have their wages subject to Social Security, to which the District and faculty shall contribute equally on the first day of the month.

**9.11.3 Tax Sheltered Programs**

9.11.3.1 Faculty members may participate in a 403 (b) program of their choice, providing the company will sign the District's Hold Harmless Agreement.

9.11.3.2 Faculty members may participate in a 457 plan.

**9.12 SENIORITY REHIRE RIGHTS**

9.12.1 Adjunct faculty assigned a 33% or more load (not to exceed 60% pursuant to Education Code Section 87482.5) may be granted Seniority Rehire Preference (SRP). SRP status provides a qualified adjunct faculty member with seniority rehire preference rights over other less senior adjunct faculty within the division. "Qualified" shall be determined in accordance with section 9.12.2. SRP status does not confer any rights not specifically identified within this Agreement. The District will strive to provide assignments equal to or greater than a 33% load for adjunct faculty who attain SRP at 33%.

The District will strive to provide assignments equal to or greater than 40% load for adjunct faculty who attain SRP at 40%. SRP status does not guarantee a load (i.e. a load is not available, misconduct, performance problems) or provide tenure, permanent status or related rights.

9.12.3 For the purposes of this article only, "qualified" shall mean (1) meeting the state minimum qualification for the "Faculty Service Area" (FSA), (2) having

**Faculty Association  
Collective Bargaining Agreement**

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adequate preparation for the specific course for assignment through appropriate education or experience, and (3) possessing effective skills relevant to the specific course or assignment. The deans shall retain the "right of assignment" and will determine what courses will be offered to best meet the needs of the students and the division/department. Adjunct faculty members shall be assigned classes by seniority. A seniority list shall be established for all adjunct faculty based on their first adjunct employment in the District. Any service preceding a break in service of five years or more shall not count towards seniority. In cases of equal seniority between two or more adjunct faculty members, ties shall be determined by lot.

- 9.12.4 To be eligible for seniority rehire preference, the adjunct faculty member shall teach a minimum 33% load per (not including summer session or intersession) for three (3) consecutive semesters with positive performance evaluations. If an evaluation is not performed, it shall be considered as if a positive evaluation has occurred.
- 9.12.5 Once seniority rehire preference has been granted, ongoing evaluations of performance shall occur once every six (6) semesters or more often if warranted. Re-employment preference will be withdrawn if an appraisal of the adjunct faculty member's performance is "needs to improve" or if an investigation of student complaints or surveys substantiates performance problems.
- 9.12.6 To be eligible for seniority rehire preference, non-instructional faculty, counselors, librarians and nurses must have an assignment equal to a 33% or more load as described in section 9.12.3. The 33% (175 hours or more) is based on a full semester calculation.
- 9.12.7 A break in service as an adjunct faculty member means a decline to teach a 33% / 40% load in consecutive semesters. The following do not constitute a break in service:
- Leaves that are comparable to those defined in the Family Medical Leave Act (FMLA), such as for the birth, adoption or placement of a foster child; to care for a seriously ill family member or domestic partner; or medical leave for the serious illness of the faculty member.
  - An adjunct faculty member's class is canceled because of low enrollment.
  - An adjunct faculty member accepts an assignment for the District at either campus that is not a regular adjunct faculty assignment.
  - The assignment is withdrawn because it is needed to fill the load of a full time faculty.

**Faculty Association  
Collective Bargaining Agreement**

---

- For classes that are only offered once a year, SRP may be earned by meeting the standards contained in section 9.12.1 and by teaching a 33%/40% load over a three-year period with positive evaluations.

9.12.8 Award of Seniority Rehire Preference: When an adjunct faculty member has successfully achieved SRP they shall receive a letter in the mail from the Office of Academic Support (SJCC) or the Office of Academic Services (EVC) informing them of their new Seniority Rehire status.

9.12.9 During the regular semester(s) instructional calendar year, adjunct faculty will be offered assignments after full time faculty in each discipline have received their 1.0 full time equivalency load. Standing/rank on the seniority rehire list does not guarantee a minimum load or, in the case of a class cancellation, the right to claim an assignment offered to and accepted by an adjunct faculty member of lower rank (or no rank). Seniority rehire preference will be exercised during the scheduling process but will not supersede student demand for courses, instructional program requirements, or required competence for teaching specific courses.

9.12.10 All full time (tenured, tenure tracked, and new hires) will be placed on the seniority list for overload assignments. Full time faculty will have the "right of first refusal" for un-staffed classes before consideration of adjunct faculty on the seniority list.

9.12.11 Retiree Rights to SRP: All full time faculty members who retire from the District and are hired by the District to teach as adjunct instructors shall be considered initially to have SRP.

9.12.11.1 It is agreed that these retirees have already accomplished their three (3) consecutive semesters of teaching 33% or more with positive evaluations.

9.12.11.2 These returning retirees shall be placed on the SRP list in order of seniority, integrated into the current list of adjunct faculty with SRP.

9.12.11.3 Under this status of adjunct faculty, these retired faculty members shall be subject to all other conditions of SRP.

### **9.13 SUMMER SCHOOL/INTERSESSION ASSIGNMENTS**

Summer and intersession assignment preferences will be given to full time faculty first. If a full time faculty member declines the assignment, then the Division Dean shall offer summer assignment or intersession assignments to qualified adjunct faculty in their division who (1) were not employed during the previous summer or (2) who were employed during the summer and/or intersession.

**Faculty Association  
Collective Bargaining Agreement**

---

**9.14 ASSIGNMENT LENGTH AND MAXIMUM LOADING**

Adjunct faculty members shall be responsible and accountable for all District assigned service during the college semester for which they are employed. Assignments are limited to a maximum of 60% of a full load.

**9.15 CANCELLATION OF CLASSES ASSIGNED**

When an adjunct faculty member's class is canceled in accordance with provisions of section 12.8 of this agreement, the faculty member's assignment shall be terminated. When classes are canceled after they have started, the instructor shall be paid for actual services rendered up to the time of cancellation. If an opportunity exists, another teaching assignment may be offered.

**9.16 MEDICAL BENEFITS**

9.16.1 A medical benefit package has been implemented August 2002.

9.16.2 Medical benefits will be consistent with the definition stated in the California Education Code, Section 87861 et sec., which defines health insurance benefits to include medical benefits but not vision or dental benefits.

9.16.3 The District will provide health benefits to adjunct faculty allowed under Ed. Code Sec. 87861 as follows:

- Adjunct faculty must work at least 40% cumulative equivalent of a minimum full-time faculty assignment.
- Faculty members will pay one-half (½) of the monthly premium.
- The District will submit a claim through the State for 50% matching funds.
- State reimbursement is precluded for adjunct faculty with health benefit insurance from another employer. Therefore, adjunct faculty seeking to qualify for health benefits must provide certification that no other coverage exists.

9.16.4 The District exposure will be limited to \$50,000. The District will provide the above amount each year as backfill should the State not have enough money to fund the 50% match.

- If in a given year the \$50,000 or a portion of it were not needed for backfill, this amount would be used to defray a portion of the faculty member's cost in the following year. Each year the District will spend a maximum of \$50,000 for this program.

**Faculty Association  
Collective Bargaining Agreement**

---

- If the backfill exceeds \$50,000 in a given year, the District will pay it; however, the amount over \$50,000 will be added as an additional adjunct faculty member premium in the following year.

**9.17 FLEXIBLE SPENDING ACCOUNT-IRC SECTION 125 (MEDICAL AND DEPENDENT CARE)**

Adjunct faculty shall be entitled to participate in this plan in accordance with the legal requirements for providing/administering this program.

**9.18 HOLIDAYS**

Adjunct faculty members shall not be required to work on holidays as set by law or declared by the board.

**9.19 LEAVES FOR ADJUNCT FACULTY MEMBERS**

Adjunct faculty members shall be entitled to leave in proportion to their workload for the following: [Also see Article 13, Leaves and Absences]

- A. Illness, accident or quarantine
- B. Personal necessity
- C. Bereavement
- D. Industrial accident and illness
- E. Pregnancy disability
- F. Military
- G. Professional conferences and meetings
- H. Jury service
- I. Family Medical Leave Act (FMLA)-In accordance with legal requirements

**9.20 LOCATION OF ADJUNCT FACULTY PERSONNEL FILES**

See 6.1.2

**9.21 SICK LEAVE ANNUAL ENTITLEMENT, ADJUNCT FACULTY**

Adjunct faculty shall be entitled, for each semester of service, to a pro-rata of five (5) days of sick leave based on their percentage of load. [See Article 13, Leaves and Absences]. Paychecks for adjunct faculty shall reflect the number of sick days accrued.

**9.22 ADJUNCT FACULTY MEMBERS BILL OF RIGHTS**

9.22.1 Adjunct faculty should be informed of assignments at least six weeks in advance whenever possible.

9.22.2 The names of adjunct faculty should be listed in the schedule of classes rather than just described as "staff" whenever possible,

Faculty Association  
Collective Bargaining Agreement

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**ARTICLE 10**

**PROFESSIONAL RECOGNITION**

**10.1 COMMITTEE**

A Professional Recognition Committee (PRC) shall be formed within the District to review applications submitted by faculty members for professional recognition salary increments and for sabbatical leaves (Article 14).

**10.1.1 The District PRC shall be composed of the following**

- a. a total of three (3) administrators;
- b. a total six (6) faculty - three (3) from each campus appointed by the Senates of each college.

Members of the PRC shall abstain from voting on their own applications.

**10.1.2 Responsibilities of the PRC**

The PRC shall be responsible for 1) establishing procedures, 2) reviewing applications, and 3) recommending approval of applications to the Chancellor, and verifying completion of planned activities for the award of professional recognition salary increments and sabbatical leaves.

The Committee shall act fairly and impartially and will treat all applicants respectfully as it carries out its responsibilities. The Committee shall develop appropriate procedures for the orderly implementation of this policy which may include, but not be limited to:

- a. Setting deadlines for submission of applications for the initiation of a professional recognition salary increment period (Steps 14, 17 & 19);
- b. Setting deadlines for submission of modifications to professional recognition plans;
- c. Setting deadlines for submission of requests for extensions of the professional recognition salary increment period.
- d. Setting deadlines for submission of evidence of completion of the planned work for professional recognition;
- e. Creation of forms to accomplish the purposes of this policy; and
- f. Creation of guidelines for judging professional recognition plans, which shall be agreed to by the District and the Faculty Association prior to implementation.



**Faculty Association  
Collective Bargaining Agreement**

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- 10.1.3 All forms and dates shall be approved by the District and the Faculty Association. If these forms and dates are not acceptable, they shall become the subject of negotiations between the District and the Faculty Association.

**10.2 ELIGIBILITY FOR PROFESSIONAL GROWTH**

There are two options for professional growth:

**10.2.1 Option 1: Professional Growth Activity Payment**

Faculty members who are placed in classes IV, V, and VI at step 4 or above on the current salary schedule and who have completed three (3) years satisfactory service in the District may qualify for a salary adjustment in the following academic year based on additional educational training and/or experience.

- 10.2.1.1 For approved professional growth activities, payment shall be made on the basis of \$175 per semester unit or the equivalent to a maximum of six (6) units within any three (3) year period.

- 10.2.1.2 Faculty may submit applications for growth activity payment awards to the PRC once annually and no later than April 1<sup>st</sup> of the school year. The committee shall review each request and shall notify applicants of their recommendations no later than May 10<sup>th</sup> of each academic year.

- 10.2.1.3 Applications shall be obtained from and submitted to Human Resources, which shall forward them to the chairperson of the PRC.

**10.2.2 Option 2: Professional Recognition Salary Increments-Steps 14, 17 and 19**

- 10.2.2.1 A faculty member is eligible to initiate a professional recognition salary increment after reaching step 11 on the salary schedule in classes IV through VI.

- After satisfying the professional and longevity requirements for step 14 (as described in this Agreement for step 14), a faculty member in classes IV through VI may repeat the process for advancing to step 17.
- After satisfying the professional and longevity requirements for step 17 (as described in this Agreement for step 17), a faculty member in classes V through VI may repeat the process for step 19.
- Faculty members who have completed the longevity requirements for professional steps 14, 17, and/or 19 may apply for credit and complete the academic and growth activities on a minimum of a yearly basis. Such faculty may only advance one step per academic year.



**Faculty Association  
Collective Bargaining Agreement**

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- Credit earned by faculty members while on sabbatical shall be applied to professional recognition steps (14, 17 and 19).

Longevity as defined:

- a) Eligible for step 14 = 9 years at step 5 or above
- b) Eligible for step 17 = 12 years at step 5 or above
- c) Eligible for step 19 = 14 years at step 5 or above

10.2.2.2 Applicants shall be eligible for advancement to the next professional recognition increment step upon verification of completion of the approved plan and completion of the longevity requirement.

**10.2.3 Application Procedure**

Application for Professional Recognition Increment shall be submitted no earlier than the beginning of the first year of eligibility at step 11. Units or activities undertaken up to one year prior to eligibility or plan approval may not ordinarily be submitted to the PRC for approval. However, when situations arise which cannot be anticipated and which can be shown to enhance the professional growth of a unit member, the PRC shall review and evaluate such applications. Applications shall be obtained from and submitted to Human Resources which shall forward them to the chairperson of the PRC.

**10.2.4 Modification of the Plan**

During the professional recognition increment period, an applicant may apply for modification of the plan. The PRC shall review for approval such proposed modification. The plan modification must be approved before the applicant may engage in any modified activities.

**10.2.5 Extension of the Plan**

If the planned work for the professional recognition step increases has not been completed within three (3) years, application may be made for a one (1) year extension. During that extension, should the applicant experience an exceptional circumstance, petition may be made to the PRC for further extension of time. Such petition shall state the period of extended time requested and identify the exceptional circumstance.

10.2.6 If the faculty member fails to complete the plan for professional recognition increment within the time limits or approved extensions of the plan's time period, the faculty member may initiate an application for the establishment of a new professional recognition plan.

**Faculty Association  
Collective Bargaining Agreement**

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### **10.3 EXAMPLES OF ACTIVITIES FOR PROFESSIONAL RECOGNITION INCREMENT**

Each faculty member shall develop a plan for professional recognition activity within the framework of broad categories; under which are submitted the specific and verifiable activities deemed to provide professional growth. With the approval of the PRC, activities, travel, (which show the relationship of the proposed travel experience to the professional growth of the applicant), and work experience may be related to the faculty member's assignment and/or provide enhancement of the faculty member's skills, and/or improve the ability to effectively interact with and serve the student population, and/or improve the ability of the faculty member to advance the goals of the college/district. Examples of acceptable professional recognition activities may include but are not limited to the following list:

- 10.3.1 Formal academic work, e.g., taking academic courses for credit in a course of study or practice in a training institute, earning credit in a workshop, formal work under a grant, or appropriate correspondence courses from an accredited college.
- 10.3.2 Cross-disciplinary work, for example, broadening one's research background or study in fields of instruction in areas other than the major or minor discipline that clearly contributes to improving the faculty members skills for his or her assignment at the college.
- 10.3.3 Undertaking courses of study or other activities to improve specific teaching techniques or methods.
- 10.3.4 Instructional related travel. (See 10.4.2)
- 10.3.5 Completion of a research project or an activity related to the applicants assigned field and its publication may be considered even if no college credit is given.
- 10.3.6 District or college sponsored in service training workshops. (see 10.4.3)
- 10.3.7 Qualifying study or an activity that is directly related to a unit member's contract assignment with the District may be approved for Professional Recognition increment provided that it bears relevance to enhancement of teaching effectiveness.
- 10.3.8 Credit for Learning Communities and Service Learning
  - 10.3.8.1 Faculty members at classes IV, V and VI on the Academic Salary Schedule who participate in Service Learning and Learning Communities shall earn credit for movement for Professional Recognition steps 14, 17, and 19. (For movement across salary classes, see 8.9.7)

**Faculty Association  
Collective Bargaining Agreement**

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10.3.8.2 In order to qualify for credits for Professional Recognition steps, faculty must complete one or more of the following:

1. Learning Communities

To qualify, a faculty member, in addition to participating in the faculty member's own class, must participate in the linked class for a minimum of one hour per week and confer with their colleague on the planning of the classroom activities and instructional strategies.

- For each unit one (1) unit of linked classroom time (not the faculty member's own class) a faculty member shall receive one (1) semester unit credit.
- A maximum of six (6) unit equivalents may be credited to any single Professional Recognition plan for participation in this initiative.

2. Service Learning

To qualify, a faculty member must supervise and evaluate students' service learning activities. Additionally faculty members must develop and implement service-learning projects for students by working directly with Service-Learning Coordinator(s) and /or directly contacting community organizations.

- For every ten (10) students in a service-learning project per semester, the faculty member shall receive one (1) semester unit credit.
- A maximum of six (6) unit equivalents may be credited to any single Professional Recognition plan for participation in this initiative.

**10.4 CRITERIA FOR EVALUATION OF PROFESSIONAL RECOGNITION INCREMENT PLANS**

The Professional Recognition Increment plan shall reflect college or university units and/or other activities which have a direct and significant relevance to the professional development of the faculty member.

10.4.1 The standard for professional recognition of academic units shall be equivalent to nine (9) semester units, of which a minimum of three (3) shall be in a collegiate level course.

Hours for professional recognition earned outside of regular college classes shall be granted in accordance with the following formula:

**Faculty Association  
Collective Bargaining Agreement**

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- a. 1.5 continuing education units earned through at least fifteen (15) hours of learning activity are equivalent to one (1) semester unit.
- b. Sixty (60) hours in "work experience" equals one (1) semester unit (maximum of three (3) units in any one nine (9) unit block.)

The Professional Recognition Increment plan shall reflect college or university units and/or other activities which have a direct and significant relevance to the professional development of the faculty member.

10.4.2 If the plan for professional recognition increment includes travel, the plan shall show the relationship of the proposed travel experience to the professional growth of the applicant. Credit for travel will be awarded for the time spent on the relevant activity. Forty-five (45) hours of activity are equivalent to one (1) semester unit with a maximum of three (3) units in any nine- (9) unit block.

10.4.3 For District-sponsored in-service training or workshops, one (1) semester unit will be allowed for each forty-five (45) hours of participation at such sessions if the sessions are held outside the unit member's assigned working hours.

#### **10.5 VERIFICATION OF COMPLETION**

All required verifying evidence of completion for professional recognition increment plans must be submitted to Human Resources. Verified information that is received by the 15<sup>th</sup> of any month within the regular annual payroll cycle for that faculty member shall entitle movement on the pay schedule in the next monthly pay period provided that the faculty member would have received a paycheck in that month. Verified information received after the 15<sup>th</sup> of the month or verified information received in a month in which there is no regular pay period following, shall be paid in the next regular pay cycle.

#### **10.6 APPEALS**

Should the PRC not approve the application plan or not certify the work completed, the applicant may appeal the decision by progressing through the following steps. An appeal shall not pass on to the next level until a decision is rendered at the previous level.

Level 1: Ask for reconsideration by the committee, at which time the faculty member may be represented by the Faculty Association.

Level 2: Appeal the committee's decision to the Chancellor of the District.

#### **10.7 PAYMENT**

Once the plan for professional recognition has been successfully completed, verified, and approved, the following shall occur.

**Faculty Association  
Collective Bargaining Agreement**

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**10.7.1 Payment for professional growth activity**

Payment for option 1 shall commence in the semester immediately following successful completion and approval of the plan.

**10.7.2 Payment for salary increment**

Payment for salary increment option 2 shall take effect in the academic year following completion of the approved plan. (mid - year hires effective Spring semester).

**10.8 LATERAL MOVEMENT RESTRICTION**

Work completed to qualify for a professional recognition step increment shall not be used for lateral movement on the salary schedule. This restriction does not apply to lane movement for doctoral degrees.

Faculty Association  
Collective Bargaining Agreement

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**ARTICLE 11**

**WORKING DAYS/CALENDAR**

**11.1 WORK YEAR**

The academic year shall be based on 156\* instructional days including final exams and four (4) Professional Development days.

**11.2 DEFINITION OF ONE YEAR'S SERVICE**

One year's service for all faculty shall be defined as being on duty not less than 75% of the work days outlined in 11.1.

**11.3 WORK YEAR FOR INSTRUCTIONAL FACULTY**

Faculty hired prior to July 1, 1985, may voluntarily agree to work outside the academic calendar to complete their regular load of 156\* days. In such cases, faculty will be paid in accordance with Article 8. Such Agreement to work outside of the academic calendar shall not change the basic requirement of a 156\* day work year for that employee.

The District shall make a reasonable effort to provide the faculty member with a schedule consisting of an even distribution of hours over the weeks of the semester.

11.3.1 Nurses: Instructional nursing faculty shall be paid on an eleven (11) month Salary Schedule-See Appendix C-2.

**11.4 WORK YEAR FOR NON-INSTRUCTIONAL FACULTY**

The work year for counselors, librarians, nurses, speech pathologists, learning disability specialists and other full-time non-instructional faculty hired subsequent to July 1, 1985, shall fall between July 1 and June 30. Non-classroom faculty shall work 32.8 hours per week for 32 weeks per year. Non-classroom faculty shall not be required to render more than 156\* days of service in the work year. A duty-free period of not less than five (5) consecutive weeks shall be scheduled. Work schedules shall be established by the appropriate administrator in consultation with the faculty member.

**11.5 PROFESSIONAL DEVELOPMENT DAYS**

Normally, four (4) days of the academic calendar year (two (2) with mandatory attendance) are designated as Professional Development calendar days for the purposes of conducting activities to address critical staff, student, and professional development needs. Professional Development activities shall be scheduled on the days indicated on the fall and spring academic calendar or on any day during the fiscal year (except as

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\* (hours shall be based on those hours defined in the previously used 175 day calendar)

**Faculty Association  
Collective Bargaining Agreement**

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noted below) on which a faculty member has scheduled an activity which has been approved by the Professional Improvement Committee (PIC). The instructor may also schedule a professional development alternative activity when school is not in session at the end of May and June of the previous fiscal year and if approved have it credited toward the next fiscal year.

**11.5.1 Two Mandatory Days**

One (1) Professional Development day each year shall be used for campus-wide convocation at which the president of the Faculty Association shall be invited to make a presentation. An additional day, the first PD day in the fall shall be used for activities which may include: campus-wide planning to meet student needs; divisional planning and activities coordinated by the Division Dean; department meetings and activities. Attendance at these meetings shall be mandatory for all instructional and non-instructional staff.

**11.5.2 Professional Development Days on the Calendar**

These credited days shall be referred to as "Professional Development days" and are designated as "PD" days on the academic calendar for faculty. The Professional Development days indicated on the calendar shall be used for activities scheduled, planned and approved by the Staff Development Committee (SDC) with the concurrence of the college president. Faculty may schedule individually proposed alternate activities in accordance with 11.6 of this article.

**11.5.3 Hours Per Activity**

The maximum total number of hours for one day of a Professional Development activity is six (6) hours which is based on pro-rata of one fifth of a week's non-instructional assignment. Multiples of six (6) hours constitute additional Professional Development day(s).

**11.5.4 Pay**

A full-time faculty member not assigned to work on the Professional Development day (PD day) and who chooses to come to the PD days shall be paid for six (6) hours of work time as stated in the contract. The Faculty member shall be paid at the appropriate pay on the adjunct salary schedule.

**11.6 PROFESSIONAL DEVELOPMENT DAY ACTIVITIES**

Primary responsibility for planning Professional Development day activities rests with each faculty member and with the Staff Development Committee (SDC) in addressing critical staff, student, and instructional improvement needs.

The college president shall be accountable regarding the use of instructional improvement days and therefore must approve all such activities.

Activities conducted on Professional Development days may include, but are not limited to the following:



**Faculty Association  
Collective Bargaining Agreement**

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- a. Staff development, in-service training and professional development, such as conferences, field trips and workshops relating to teaching assignments and goals of the District/Colleges
- b. Program and course curriculum development and evaluation
- c. Learning resource development
- d. Student personnel services and related activities, such as student advising, guidance, orientation, and matriculation services
- e. District, campus, departmental or division meetings
- f. Institutional research as assigned by College supervisors
- g. Other activities as assigned by the District

### **11.7 ALTERNATE PROFESSIONAL DEVELOPMENT ACTIVITIES**

Excluding the District-wide Chancellor directed PD day, faculty may be excused from two Professional Development days per year. For such days, faculty shall develop an alternate individual plan or choose from activities approved by the Professional Improvement Committee (PIC) which will address critical needs as assessed in an annual survey conducted by the Staff Development Committee. The PIC will evaluate alternate plans for faculty. A report and recommendation for approval of all plans shall be submitted by the PIC to the president of the college. Whenever the president disagrees with the recommendations for approval from the PIC, the president or designee shall consult with the committee in an effort to resolve the matter.

#### **11.7.1 Professional Improvement Committee**

The PIC on each campus shall be a committee consisting of three (3) representatives of the Academic Senate, one (1) administrator, and one (1) representative of the Faculty Association.

### **11.8 ACCOUNTABILITY FOR COMPLETION OF PROFESSIONAL DEVELOPMENT DAY ACTIVITIES**

All full-time faculty shall be accountable for participation in Professional Development day activities which shall be considered a professional responsibility as per the evaluation process. Faculty who propose an individual plan shall complete a brief written outline within thirty (30) days of scheduled activity completion summarizing the activities. A copy of this documentation shall be given to the Dean and shall be included in the report covering the period of evaluation of the Faculty member.

Faculty who do not complete their approved activities shall file an absence report in accordance with the provisions of Article 13.4.

### **11.9 PARTICIPATION OF FACULTY ON PROFESSIONAL DEVELOPMENT DAYS**

All full-time and adjunct faculty shall be given equal opportunity to participate in Professional Development activities. No regularly scheduled classes will be conducted on PD days. Classes taught by adjunct or full-time faculty which start after 5:00 p.m.



**Faculty Association  
Collective Bargaining Agreement**

---

shall not be scheduled on PD days. Full-time faculty completing a full-time assignment after 5:00 p.m. shall meet their PD day activity (day or evening) that is at least equal to the number of hours their class (es) normally meet(s). Full-time faculty teaching an overload after 5:00 p.m. and adjunct faculty who meet their PD day commitment will be compensated as if their class had been taught.

**11.10 ACADEMIC CALENDAR**

Year 2007/08 – see appendix B

**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 12**

**WORKLOAD, CLASS SIZE, CLASS CANCELLATION**

The Faculty Association and the District recognize that the teaching and support services of the faculty require specialized preparation and knowledge. Faculty have the ultimate responsibility of providing the best classroom instruction and professional support services, and of assisting in the development of programs, practices, and conditions for the accomplishment of this purpose.

**12.1 WORKLOAD – DEFINITIONS AND PROVISIONS**

**12.1.1 Assignments**

**12.1.1.1 Instructional**

An instructional assignment is an activity that results in awarding of academic credit by the college. Each and every instructional assignment shall either be counted as part of the assigned load or counted as part of a voluntary overload assignment, exclusively, and shall be subject to the provision of each respectively. (See Assigned Load and Overload below.) The different components of an instructional assignment are contained in 12.3.

**12.1.1.2 Non-Instructional**

A non-instructional assignment is any professional faculty service or activity authorized by the District or the state that does not satisfy the conditions of an instructional assignment as defined above. The different components of a non-instructional assignment are contained in 12.3.

**12.1.2 Load**

The load is the instructional and/or non-instructional workload (or a portion thereof) of a faculty member and is measured as a decimal fraction or percentage of a full-time faculty member's academic year employment obligation, as defined by this bargaining agreement, and known as one full-time equivalent faculty (1.00 FTEF).

The following are the different types of load:

**12.1.2.1 Normal Load**

The normal load is the amount of workload that a full-time faculty needs to perform in order to satisfy the academic year employment obligation as outlined in this contract of a 1.00 Full-Time Equivalent Faculty (FTEF).

**Faculty Association  
Collective Bargaining Agreement**

---

12.1.2.2. Regular Load

The regular load is the faculty member's workload obligation as authorized by the District. For a full-time faculty member, the regular load is the normal load, but the District may authorize a regular load of less than 1.00 FTEF.

12.1.2.3 Mixed Load

A mixed load is a workload that includes a combination of instructional and non-instructional assignments. The assigned mixed load should combine the appropriate proportions of 1.00 FTEF for each of the component loads.

12.1.2.4 Assigned Load

The assigned load is the workload assigned to the faculty member for the semester to fulfill the employment requirement of that Faculty member's regular load. Due to course configuration and other scheduling difficulties, the assigned load may not be the same as the regular load.

12.1.3 When the assigned load differs from the regular load, the following definitions apply:

12.1.3.1 Assigned Credit

The assigned credit is the amount of the assigned load that exceeds the regular load.

12.1.3.2 Assigned Deficit

The assigned deficit is that portion of the regular load that is not assigned.

12.1.3.3 Cumulative Load

The cumulative load is the sum of all of the assigned credits minus the sum of the assigned deficits. The cumulative load may be deficit (negative), balanced (zero), or credit (positive).

## **12.2 GUIDELINES**

12.2.1 The cumulative load is subject to the following restrictions:

12.2.1.1 If the cumulative load is deficit (negative) by more than ten percent (10% or 0.10 of a 1.00 FTEF), then the immediate supervisor and the faculty member shall meet to devise a plan to reduce the deficit cumulative load to less than ten percent (10% 0.10) deficit.

**Faculty Association  
Collective Bargaining Agreement**

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12.2.1.2 When there is an assigned credit, one of the following guidelines shall apply:

- A. If the faculty member has a deficit cumulative load, then the assigned credit shall be used to reduce the deficit cumulative load.

**OR**

- B. If the faculty member has a credit cumulative load, then the assigned credit shall be used to increase the credit cumulative load. If the faculty member chooses not to do this, then the District shall by default compensate the faculty member for the assigned credit at the current hourly rate of pay.

12.2.1.3 When there is an assigned deficit, the following guidelines shall apply:

- A. If the faculty member has a credit cumulative load, then the credit shall be used to reduce the assigned deficit in order to complete a regular load.

**AND**

- B. The assigned deficit may not be used to add to the deficit cumulative load without the faculty member's written permission.
- C. Under the circumstances where there are no other assignments in any of the faculty member's FSA's to complete the regular load, the faculty member must be given, in the next semester, an assignment that will eliminate any cumulative deficit. If this does not occur, the faculty member shall not be required to make up the deficit caused by the lack of assignment.

12.2.1.4 If the cumulative credit load is ten percent (10% or 0.10) or more of 1.00 FTEF, then the immediate supervisor may, in consultation with the faculty member and subject to other provisions of this contract, use any or all of the credit cumulative load as part of the next semester's assigned load of the faculty member.

12.2.2 The faculty member may use any or all of the credit cumulative load as part of his/her assigned load. However, the faculty member may neither receive any financial compensation for credit cumulative load at the adjunct faculty rate nor convert it to overload.

12.2.3 If the faculty member leaves the Faculty Association bargaining unit and/or District employment and/or retires, then:

**Faculty Association  
Collective Bargaining Agreement**

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12.2.3.1 Any deficit cumulative load is eliminated, and the faculty member has no obligation to reimburse the District for this deficit.

12.2.3.2. Any credit cumulative load is eliminated, and the District has no financial obligation to compensate the faculty member for this credit.

**12.2.4 Overload**

An overload is a separate, voluntary assignment requested by the faculty member in addition to the faculty members assigned load that requires a separate contract and is subject to the provisions of the article on overload (Article 15) in this bargaining agreement.

**12.3 FACULTY WORKLOAD**

(Note: In this section, the loading is measured on the basis of hours per week of either a fall or spring academic semester.)

**12.3.1 Instructional**

**12.3.1.1 Lecture/Discussion Class Assignment**

Fifteen (15) in-class academic hours of lecture/discussion per week is a 1.00 FTEF assignment. Each lecture class per week is 1/15 or 6 2/3% of a 1.00 FTEF assignment.

**12.3.1.2. Laboratory Class Assignment**

Twenty (20) in-class academic hours of laboratory per week is a 1.00 FTEF assignment. Each laboratory class per week is 1/20 or 5% of 1.00 FTEF assignment.

**12.3.1.3 Work Experience Assignment**

An assignment in which the instructor has 143 work experience students per semester is the equivalent of 1.00 FTEF assignment.

**12.3.1.4 Combination Assignment**

An instructional assignment may contain a mixture of lecture and laboratory hours. When this occurs, the load is computed at the rate of 6 2/3% for each lecture hour per week and 5% for each laboratory hour per week.

**12.3.2 Non-Instructional Assignments**

The work year for non-instructional faculty will be 32 weeks a year, 32.8 hours a week.

12.3.2.1. Disabled Students' Program Specialists: Thirty-two-and-eight-tenths (32.8) hours of direct student contact/student support per week is 1.00 FTEF assignment for speech pathologists and learning disability

**Faculty Association  
Collective Bargaining Agreement**

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specialists. Professional duties and obligations to the college/district are outside this 32.8-hour workweek including committee and governance participation. Division or department meetings, P.D. days and conference attendance are included in the 32.8-hour workweek

**12.3.2.2 Counselors**

Thirty-two-and-eight-tenths (32.8) hours of direct student contact/student support per week is 1.00 FTE assignment for counselors. There shall be no "FTE" counselor/student headcount workload ratio. Work schedules will be established by the appropriate administrator in consultation with the faculty member by May 15<sup>th</sup> in accordance with the following criteria:

- a. Assignment will be established to meet student needs and in accordance with this Agreement.
- b. Assignments may include evenings as currently provided in this Agreement.
- c. Professional duties and obligations to the college/district are outside this 32.8-hour workweek including committee and governance participation.
- d. Division or department meetings, approved PD days and approved conference attendance are included in the 32.8-hour workweek
- e. The District has the right to request that counselors provide work schedules including professional responsibility duties.

**12.3.2.3 Librarians**

Thirty-two-and-eight-tenths (32.8) hours of direct student contact/student support per week is a 1.00 FTE assignment for librarians. Professional duties and obligations to the college/district are outside this 32.8-hour workweek including committee and governance participation. Division or department meetings, PD days, and conference attendance are included in the 32.8-hour workweek

**12.3.2.4 Director of Student Health**

Services Thirty-two-and-eight-tenths (32.8) hours direct student contact/student support per week is a 1.00 FTE assignment for the school nurse. Professional duties and obligations to the college/district are outside this 32.8-hour workweek including committee and governance participation. Division or department meetings, Safety Committee participation, PD days, and conference attendance are included in the 32.8-hour workweek

**12.3.2.5 Program Director/Program Coordinator**

Academic personnel assigned responsibility as Program Directors or Program Coordinators shall receive reassigned time to perform the

**Faculty Association  
Collective Bargaining Agreement**

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required duties at the rate of 1/32.8 of 1.00 FTEF assignment for each hour per week.

**12.3.2.6 Other Non-Instructional Assignments**

Thirty-two-and-eight-tenths (32.8) hours a week is 1.00 FTEF assignment for any other non-instructional and/or reassigned-time assignment.

**12.3.3 Concurrent Assignment**

Classes of full-time faculty shall normally be scheduled at the home campus. Concurrent assignments at more than one campus shall be made only after extensive efforts have been made to provide faculty with a full load at the home campus. If a concurrent assignment is required, it shall be considered a semester-to-semester assignment. Faculty members with concurrent assignments shall retain professional identity and affiliation at the college of the instructor's choice.

**12.4 SCHEDULING AND ASSIGNING WORKLOAD**

**12.4.1 Scheduling**

A department/discipline-planning schedule of classes and service assignments shall be developed around the service and instructional needs of our students and the efficient operation of the District educational program. The department/discipline shall establish its procedure for including faculty input into developing the planning schedule. At least one week before assignments are made, the planning schedule shall be distributed to the full-time and regular faculty members by their immediate supervisor.

12.4.2 The department/discipline shall consider faculty input when making assignments but cannot guarantee requested assignments. The procedures may use the following criteria: faculty members' requests, qualifications, assignment rotation, special job-related skills, and the requirement to fulfill the educational needs of students and/or contractual obligations of the District and the unit members.

12.4.3 Each department/discipline's planning and assignment procedures shall be forwarded to the negotiating teams for review.

12.4.4 The assignment of each faculty member will be made by the District within the framework of this article with due regard for such factors as number of different preparations, class size, clerical/technical and instructional assistance provided, and teaching experience.

Assignments may include day, evening, and weekend responsibilities, subject to the limitations in Section 12.4.6, Assignment Limitations, and 12.4.7.

**Faculty Association  
Collective Bargaining Agreement**

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12.4.5 Work assignments shall be reasonable and equitable and provide for the needs of students and the efficient operation of the District's educational program with due consideration for the needs of the faculty. A reasonable effort shall be made by the District to schedule an instructor's classes within a six-hour workday, for a five-day week, and to avoid scheduling more than two classes consecutively. When deviations from these limitations are required, the appropriate supervisor shall submit a written memo to the affected faculty member stating the reasons for the deviation. Whenever possible, a faculty member's schedule shall be arranged to allow pursuit of professional activities which enhance the faculty member's academic effectiveness.

12.4.6 Assignment Limitations

A faculty member may not be scheduled for the following regular assignments without consultation:

12.4.6.1 A day assignment following an evening assignment with less than an eleven (11) hour break;

12.4.6.2 A six (6) consecutive-day assignment;

12.4.6.3 More than five (5) consecutive hours of instruction or six (6) consecutive hours of a non-instructional assignment without a half-hour intervening break (except for Saturday and summer classes).

12.4.7 Work assignments shall not be made on Saturdays, Sundays, or holidays without the faculty member's written consent.

**12.5 FACULTY PROFESSIONAL RESPONSIBILITY**

Faculty members shall be present on campus for all professional duties and obligations during assigned workdays, i.e., classes, department meetings, committee meetings, faculty meetings called by the chancellor and/or president and their designees, and student conference hours. All contract/regular faculty shall provide a full professional workweek that includes teaching or student services; preparation; maintenance of office hours when applicable; participation in college/District committees and meetings; participation in governance; and curriculum modification and/or development.

12.5.1 Curriculum Development

Curriculum development includes the analyses and coordination of text materials; constant review of current literature in the field, the preparation of selective, descriptive materials such as outlines and syllabi; conferring with other faculty and administration on curricula issues; and the attendance and/or participation in inter/intra-college curriculum and implementation committees.



**Faculty Association  
Collective Bargaining Agreement**

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## **12.6 OFFICE HOURS**

Faculty members shall schedule one (1) office hour for each 20% of an instructional load. Office hours shall be scheduled on class meeting days to provide maximum convenience for students to confer with instructors. Hours shall be scheduled in increments of at least twenty-five (25) minutes.

When a faculty member is scheduled to teach one or more evening classes as part of the normal load, and the scheduled teaching load is completed in less than five (5) days, the five (5) office hours per week requirement may be satisfied by scheduling those during the assigned days. In the event that the instructor is scheduled to teach evening classes as part of the regular teaching load, office hours for evening classes shall be arranged for student convenience.

## **12.7 CLASS SIZE**

### **12.7.1 Class Size for Certain Composition and ESL Classes**

12.7.1.1 Class size shall be set at 30 for all ESL reading, writing, listening and speaking, pronunciation and grammar courses for ESL 91 and below.

12.7.1.2 Class size for English composition courses 92, 104, 1A, 1R, 1C, 341, 335 and 330 shall be 30 students per class.

### **12.7.2 Differential Loading**

Differential loading will be implemented for faculty in the following classes at the specified percentages:

- a. English 1A, English Composition – 25%
- b. English 1B, English Composition – 25%
- c. English 1C, Critical Thinking, Composition – 25%
  
- d. English 92, Essay Development – 33.3%
- i. English 104 Fundamentals of Composition – 40% (25% lecture, 15% lab)
- e. ESL 91, College Reading and Writing – 45%

### **12.7.3 Agreed upon Class Sizes**

The 2006 Class Size List generated by the FA, AFT 6157 and the District shall be used to set maximum class size for all classes where there is agreement between the parties. Any changes to the 2006 Class Size List must be signed by both the District and the FA.

### **12.7.4 Other Class Sizes**

Where there is not agreement per the 2006 Class Size List identified in 12.7.3 class sizes will be set using the following choices in this listed order:

**Faculty Association  
Collective Bargaining Agreement**

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- 12.7.4.1 At or near the historical range per past practice. Past practice will be determined by a review of relevant information for the class for no more than a 10 year period immediately preceding the semester in question. Relevant information shall include but shall not be limited to contract language or other written history regarding class size; actual class sizes during the review period; computer generated reports documenting or setting class size; and any other information determined to be relevant by either party. Good faith disputes regarding past practice shall be resolved through section 12.7.4.2. Arbitrary or capricious violations of this section remain subject to the grievance procedure.
- 12.7.4.1 Where the parties cannot agree on the class size per past practice, the lower maximum class size, the higher maximum class size or any number in between as specified in the 2006 Class Size List may be used by the college to set class size.
- 12.7.4.2 Nothing in this Agreement requires the Colleges to set class sizes the same.

**12.7.5 Fluctuations in Class Size**

- 12.7.5.1 If the District significantly deviates or proposes to significantly deviate from the maximum class size agreed upon in 12.7.3 or 12.7.4, the District must first meet with the FA to attempt to reach agreement on such a change. A significant deviation is defined as setting a class size more than 7.5% above the maximum class size defined in 12.7.3 or 12.7.4.
- 12.7.5.2 Changes shall be implemented through either mutual agreement or the negotiating process.
- 12.7.5.3 A deviation of 7.5% or less in any one semester is agreed to be within an acceptable range of fluctuation on a temporary basis.

This deviation is intended to provide the District with the ability to respond to immediate student needs which are created by such circumstances as cancelled classes and imminent graduation requirements.

It is not intended to provide the District with the right to unilaterally increase class size on an on-going or regular or even a frequent basis. If the FA believes the District is using this as a means to alter maximum class size, the FA may request and shall receive a written justification from the Vice President of Instruction/Academic Affairs.

**Faculty Association  
Collective Bargaining Agreement**

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**12.7.6 New Course Class Size, Existing Courses not on the 2006 Class Size List, and Changes in Class Size**

12.7.6.1 Whenever possible the process for establishing class sizes for new courses or setting the class size for existing courses not on the 2006 Class Size List shall include benchmarking these courses to existing similar courses to determine the class size.

12.7.6.2 Changes in class size and new course class size shall be negotiated with the FA, after review of recommendations from each division discipline and the college curriculum committees. The FA shall be notified four (4) weeks prior to the course being placed on the Board Agenda.

**12.7.7 Television Class Size**

Television class size restrictions are eliminated so long as such assignments are voluntary. Instructors assigned to television instruction shall be loaded for such classes in the same manner as other lecture or lab assignments. Maximum television class size shall be 125.

In any TV class in which the enrollment at the first census is 100 or greater, the instructor shall receive an additional 5% lab load credit.

**12.7.8 WSCH Contracts**

Contracts, which provide for certain levels of WSCH (Weekly Student Contact Hours) productivity in lieu of regular faculty work loads may be negotiated between faculty members and the dean.

WSCH contracts must be approved by the FA President or designee.

Any other agreements affecting workload, working conditions, etc. shall come before the negotiating teams for approval.

The parties agree these negotiated changes shall be implemented no later than Spring semester of 2007.

**12.8 CLASS CANCELLATION**

Whenever possible, scheduled classes shall be canceled only after consultation with the instructor. Classes may be canceled with the consent of the instructor at any time.

**12.8.1 Without the Consent of the Instructor**

12.8.1.1 A class may be canceled within thirty (30) days before the class starts if the enrollment is less than 60% of the class maximum;

12.8.1.2 During the first two weeks of instruction, a class may be canceled if enrollment is less than 80% of the class maximum;

**Faculty Association  
Collective Bargaining Agreement**

---

- 12.8.1.3 Classes shall not be canceled after the second week of instruction without the consent of the instructor.

**12.9 REASSIGNMENT OF FACULTY WITH CANCELED CLASSES**

- 12.9.1 A faculty member, whose regular load has been displaced through cancellation, and the immediate dean shall consult and agree on the alternative(s) to complete the faculty member's regular load.
- 12.9.2 If no agreement can be reached between the dean and the faculty member, the faculty member may choose among any unstaffed instructional assignment in one of the faculty members FSA's.
- 12.9.3 If no such un staffed instructional assignment which falls within the normal work assignment exists, then the faculty member and the division Dean will collaboratively choose an instructional assignment in one of the faculty members FSA's, first among those staffed by academic adjunct faculty or second among those staffed as an overload by a full-time faculty member.
- 12.9.4 If none of the above is chosen, the dean may assign any instructional assignment to the faculty member in one of his/her FSA's.
- 12.9.5 In the situation where the above alternatives do not exist or are not chosen, the faculty member shall have an under load as described in 12.2.

Faculty Association  
Collective Bargaining Agreement

---

**ARTICLE 13**

**LEAVES AND ABSENCES**

**13.1 AUTHORIZATION**

13.1.1 Leaves of absence shall be granted as authorized by the District. For academic adjunct faculty, leaves shall apply only during the semester in which the event causing the leave occurs.

13.1.2 Break in service

No absence under any paid leave provisions in this Article shall be considered as a break in service for any faculty member who is in paid status, and all benefits accruing under the provision of this Agreement shall continue to accrue.

**13.2 NON-TENURED FACULTY**

Non-tenured faculty members may be granted leave under such conditions, as the District shall determine. Any such leave shall not be counted toward permanent status in the District.

**13.3 CREDIT ON SALARY SCHEDULE**

Unless otherwise stipulated in the specific leave policy, time spent on leave shall not be counted as experience for advancement on the salary schedule.

**13.4 ABSENCE OF FACULTY MEMBERS**

13.4.1 Report

Faculty members shall make a reasonable effort to inform the appropriate administrator in advance of any anticipated absence.

13.4.2 Compensation

A faculty member shall receive no compensation for time absent from regularly assigned duties, except as provided in this Agreement or by order of the Chancellor or designated administrative officers.

13.4.3 Salary Deduction

Salary deduction for absences for full-time faculty which are covered by this Agreement shall be computed by the following ratio: Each day of such absence shall result in the deduction of 1/156 of the faculty member's regular salary. For academic adjunct faculty members, the deduction per hour of absence will be based on the faculty member's hourly rate.

**Faculty Association  
Collective Bargaining Agreement**

---

**13.5 ILLNESS, ACCIDENT OR QUARENTINE**

**13.5.1 Annual Entitlement**

**13.5.1.1 Full Time Faculty-Fall and Spring Semester**

Each full time faculty member shall be credited with ten (10) days of sick leave due to accident, illness or quarantine each year.

**13.5.1.2 Full Time Faculty-Overload, Intersession and All Summer School Sessions**

Full time faculty or non-instructional faculty who teach/work overload, intersession, or summer school shall be credited with a proportion of five (5) days of sick leave based on their percentage of load for each of theses sessions.

**13.5.1.3 Adjunct Faculty**

Adjunct faculty members shall be credited with a proportion of five (5) days of sick leave based on their percentage of load for each semester and for intersession and for each summer school session.

**13.5.2 Computation of Sick Leave Deduction**

**13.5.2.1 Full Time Faculty-Fall and Spring Semester**

For full time faculty members, deduction for sick leave will equal the proportion of the total hours assigned for a full week that is determined by comparing the hours missed with the total week's assignment including office hours. In accordance with section 12.6 of the collective bargaining agreement, office hours are adjusted in accordance with instructional load.

**13.5.2.2 Full Time Faculty - Overload, Intersession and All Summer School Sessions**

In the event that a full time faculty member needs to utilize sick leave during an overload assignment, intersession or summer session, the deduction will be taken from the accrued overload sick leave in an amount equal to the number of hours of the assigned time that is missed. For implementation purposes for full time faculty members, days/hours of sick leave will be converted to hours. Any days/hours not used will accrue for use during subsequent years.

**13.5.2.3 Adjunct Faculty**

For adjunct faculty members, the deduction of sick leave for each semester and intersession and summer session will equal the number of hours of assigned time that is missed.

**Faculty Association  
Collective Bargaining Agreement**

---

For implementation for adjunct faculty members, days/hours of sick leave will be converted to hours. Any days/hours not used will accrue for use during subsequent years.

**13.5.3 Transfer of Unused Sick Leave**

A faculty member whose service with the District began on or after September 1, 1965, and who was employed by another California school District for not less than one school year immediately preceding employment by the District, shall have transferred to the District the total amount of unused sick leave to which the faculty member was entitled. This total must be certified, in writing, by an office of the former school district employer.

**13.5.4 Compensation**

Absence covered by accumulated sick leave shall be at full pay. For full-time faculty members when all sick leave accrued has been used and additional absence is necessary, such absence shall then be covered by substitute differential leave. The faculty member shall be paid the difference between the faculty member's salary and that of the substitute, or the amount that would have been paid had a substitute been hired, until the total absence covers a period of five months of time during which the faculty member would have been required to render service to the District. If no substitute is hired, the pay deducted shall be at the first step of the appropriate lab or lecture hourly rate.

**13.5.5 Verification**

The District may require physician's certification or other proof of illness before allowing payment for absence due to illness, accident, or quarantine. Such notice may be required after three (3) consecutive days of absence or sooner if a pattern of absences of less than three days continually occurs.

**13.6 PERSONAL NECESSITY**

**13.6.1 Duration**

In the event of personal necessity, each full time faculty member shall be entitled to the use of up to six (6) days per year of accumulated sick leave for personal necessity. In the event of personal necessity, each adjunct faculty member shall be entitled to the use of up to 60% of the amount of that semester's sick leave credit for personal necessity.

**13.6.2 Definition-Personal Necessity shall be defined to include**

13.6.2.1 death or serious illness of an immediate family member; or

13.6.2.2 accident involving the faculty members' person or property, or the person or property of an immediate family member; or

13.6.2.3 any other compelling personal need.



**Faculty Association  
Collective Bargaining Agreement**

---

Recreational activities do not qualify for personal necessity leave. Personal business that can be reasonably scheduled outside the workday does not qualify for personal necessity leave.

**13.6.3 Procedure**

Notification is required before such absence may be taken except in emergency cases of death, illness, accident or compelling personal importance.

**13.7 INDUSTRIAL ACCIDENT AND ILLNESS**

**13.7.1 Criteria**

If a District-related injury or sickness results in absence of a faculty member, that person is entitled to leave for the duration of the injury as determined by the appropriate medical authority, subject to workers compensation laws. Such leave shall commence on the first day of such absence. The individuals tenured rights and service credit shall be maintained during the industrial accident and illness leave.

**13.7.2 Compensation**

13.7.2.1 For faculty members with at least one (1) year of full-time service within the District, the District shall, for not more than 60 working days within any one year for the same accident, provide compensation which, added to any disability payments, will equal the faculty member's normal salary.

13.7.2.2 Faculty members who have exhausted the 60-day compensated leave shall utilize accrued sick leave in fractions of days for which pay, when added to disability compensation, will ensure the faculty member's full salary but will not exceed a normal day's compensation as calculated for each faculty member.

**13.7.3 Allowable Leave**

13.7.3.1 Allowable leave shall not be accumulated from fiscal year to year. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due the faculty member for the same illness or injury.

13.7.3.2 Faculty members with less than one (1) year of full-time service within the District and faculty members who have exhausted the 60-day compensated leave may utilize accrued sick leave in fractions of days for which pay, when added to disability compensation, will ensure the faculty member's full salary but will not exceed a normal day's compensation as calculated for each faculty member.



**Faculty Association  
Collective Bargaining Agreement**

---

**13.7.4 Exhaustion of Leave**

Upon termination of the industrial accident or illness leave, the faculty member shall be entitled to the benefits provided in the Education Code. For purposes of each of these sections, the faculty member's absence shall be deemed to have commenced on the termination date of the industrial accident or illness leave. If the faculty member continues to receive temporary disability indemnity, the faculty member shall elect to take as much accumulated sick leave, which will not exceed the faculty member's full salary when added to the faculty member's temporary disability indemnity.

**13.7.5 Continuation of Fringe Benefits**

Any faculty member assigned more than 60% of a full load and who is on industrial accident or illness leave, whether District compensated or not, shall have the right to continuance of fringe benefit coverage.

**13.8 PREGNANCY-RELATED DISABILITY**

Any disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery are, for job-related purposes, temporary disabilities and shall be treated the same as absences for accident, illness and quarantine

**13.9 FAMILY MEDICAL LEAVE ACT –1993**

13.9.1 In compliance with the Family Medical Leave Act (FMLA), eligible faculty members may take unpaid leave of up to 12 weeks for qualified medical and family reasons. The purpose of the Family Medical Leave Act is to provide faculty member's reasonable leave to care for an eligible family member, or the faculty member himself or herself, in the event of a serious medical condition, or to enable the faculty member to care for a child within one year of the child's adoption or receipt into foster care. While on leave, faculty members are entitled to District paid benefits.

13.9.2 Family Medical Leave is not an additional leave. This means that the leave is granted only to ensure a total of 12 weeks of leave with benefits. For example, if faculty member has taken personal necessity leave of one week, the Family Medical Leave will be for 11 weeks, making a total leave 12 weeks.

13.9.3 Faculty members who have been employed for at least one year of continuous service by the District are eligible for this leave.

13.9.4 Continuous service consists of full-time or adjunct faculty members for the number of months customarily worked by a faculty member in that job classification. If a faculty member separates from service after attaining more than one year of continuous service and is subsequently re-employed by the District, the faculty member is not eligible for Family Medical Leave until

**Faculty Association  
Collective Bargaining Agreement**

---

another year of service is completed. The faculty member must also have worked at least 1,250 hours within a one-year period.

**13.9.5 Qualifying Events for Purpose of Family Medical Leave**

The conditions for which Family Medical Leave may be taken are:

13.9.5.1 birth or adoption of a child, or the receipt of a child into foster care, within one year of such birth or placement; or

13.9.5.2 the faculty member's own serious health condition that makes it impossible to perform essential job functions; or

13.9.5.3 a serious health condition of a faculty member's child, spouse, domestic partner, parent or member of the immediate household, which requires the faculty member to care for the family member.

**13.9.6 Eligible Child**

An eligible child is defined as:

13.9.6.1 a biological, adopted or foster child under the age of 18; or

13.9.6.2 a disabled child of any age; or

13.9.6.3 a child under 18 who is treated as the faculty member's child or for whom the faculty member has been "in loco parentis."

**13.9.7 Application for Leave**

A request for Family Medical Leave must be made in writing by completing the Family Leave application form. (See appendix J) The application must be submitted to the faculty member's administrator and then forwarded to the Office of Human Resources at least thirty days before the requested start of the leave unless the reason for the leave is due to an emergency, in which case the request must be made immediately. The completed application must state the reason for the leave and the beginning and ending dates of the leave.

**13.9.8 Conditions of Leave**

13.9.8.1 A faculty member who requests Family Medical Leave for his or her own serious health condition is required to use all available paid time: accrued sick leave and differential pay of up to five months total leave. A faculty member who requests Family Medical Leave to care for his or her spouse, domestic partner, child, parent or member of the immediate household with a serious medical condition, or for the birth or adoption of a child, may choose to use sick leave to cover the requested leave period. At the exhaustion of all above paid leaves, the remainder of the leave - up to a maximum

**Faculty Association  
Collective Bargaining Agreement**

---

of twelve weeks - will be unpaid. District paid benefits, if applicable, will continue through the duration of the leave on the condition that the faculty member returns to work after the leave.

13.9.8.2 Only one Family Medical Leave may be taken in each twelve month period. This twelve month period is a forward rolling leave calculated from the date on which the last Family Medical Leave started, or in the case of the first leave, the first date on which the faculty member becomes eligible and has a qualifying reason.

13.9.8.3 The District may require the faculty member to obtain a second medical opinion at District expense. If the two medical opinions conflict, the opinion of a third medical provider, approved jointly by the faculty member and the District, may be required at District expense, and the third opinion will be final and binding.

13.9.8.4 Leave taken because of the serious health condition of a faculty member, spouse, domestic partner, child, parent or member of the immediate household may be taken intermittently or on a reduced schedule when medically necessary.

Leave may be counted in full or partial days or full or partial weeks. Leave taken because of the birth or placement of a child may not be taken intermittently or on a reduced schedule leave unless expressly approved by the Director of Human Resources.

13.9.8.5 While in unpaid status under Family Medical Leave, a faculty member will not accrue additional benefits such as sick leave, or seniority. However, Family Medical leave is counted as active work status for the purposes of pension vesting or eligibility in pension plans.

13.9.8.6 If both husband and wife work for the District, their leave is limited to a combination of twelve weeks for the qualifying event of a birth, adoption, or foster care placement.

**13.9.9 Medical Certification Statement**

An application for leave based on the serious health condition of the faculty member or the faculty member's spouse, domestic partner, child, parent or member of the immediate household must be accompanied by a Medical Certification Statement completed by a health care provider. The certification must state the date of which the health condition commenced, the probable duration of the condition, and the appropriate medical facts allowed by the law regarding the condition.

If leave is for the care of a family member, it should also estimate the amount of time that the faculty member will be needed to care for the patient. If leave is

**Faculty Association  
Collective Bargaining Agreement**

---

for the faculty member's own health condition, certification should also state that the faculty member is unable to perform the functions of his or her own position. If additional leave is requested beyond the period stated in the certification, the District may require re-certification in accordance with these procedures.

**13.9.10 Return from or Failure to return from Leave**

The faculty member is expected to return to work on the date stated in the application for leave. If the faculty member wishes to return earlier, both the faculty member's administrator and the Office of Human Resources should be notified at least five (5) days before the faculty member's planned return. Failure to return from leave without notification may be construed as an abandonment of the faculty member's position. The District will require a certification that the faculty member is physically able to return from leave due to the faculty member's own serious health condition. However, if a faculty member returning from Family Medical Leave due to his or her own serious medical condition is unable to perform the essential functions of the faculty member's job because of a physical or mental condition, the District's obligations to that faculty member may be governed by the Americans with Disabilities Act.

**13.9.11 Reinstatement Rights**

A faculty member on Family Medical Leave is entitled to be returned to the same position held prior to the leave, if still available, or to an equivalent position, subject to provisions of the Bargaining Unit Contract. A faculty member on Family Medical Leave will not suffer the loss of any other employment benefits that the faculty member earned or was entitled to before using the leave.

**13.9.12 Health Care Benefits (if applicable)**

District paid benefits will continue during the period of Family Medical Leave. If the faculty member does not return from leave and employment is terminated, District paid benefits shall terminate at the end of the month in which the faculty member was last in paid status.

**13.9.13 Coordination with Pregnancy Disability Leave**

Family Medical leave is separate and distinct from disability leave for pregnant faculty members. Pregnant faculty members may be entitled to a disability leave in addition to the Family Medical Leave. An eligible faculty member may be entitled to take a pregnancy disability leave of up to four months and a Family Medical Leave of up to twelve weeks for a combination of approximately seven months.

**Faculty Association  
Collective Bargaining Agreement**

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**13.9.14 Reference**

The Family Medical Leave Act became effective on August 5, 1993. The California Family Medical Leave Act was amended by AB 1460 to conform the state law to the federal Family Medical Leave Act. These amendments were effective on October 5, 1993.

**13.10 RETURN TO WORK**

The faculty member shall secure a medical release before being permitted to return to work

**13.11 BEREAVEMENT**

13.11.1 A faculty member shall be entitled to three (3) days leave of absence, or five (5) days if out of state travel is required, or seven (7) days if travel is required out of the country for the death of any member of the faculty member's immediate family and to such additional days, as the District may allow. For full-time faculty, no deduction shall be made from the salary of such faculty member on account of such leave. The leave shall be taken within one (1) year of the death. Adjunct faculty members shall be paid for classes or non-instructional time which are scheduled for that adjunct faculty member during such leave.

13.11.2 Immediate family shall include: Mother (stepmother), mother-in-law, father (stepfather), father-in-law, husband, wife, domestic partner, son (step-son), daughter (step-daughter), brother, sister, grandparent, legal guardian, grandchild, or any person living in the household of the faculty member.

**13.12 PERSONAL BUSINESS**

**13.12.1 Criteria**

Personal business leave shall apply when circumstances indicate a faculty member must voluntarily be absent from normal hours of employment. Each full-time faculty member shall be entitled to a maximum of five (5) days of personal business leave each year, subject to prior approval of the Chancellor or designee. The full-time faculty member shall receive the difference between the faculty member's salary and the rate of pay of a substitute, whether or not a substitute was actually hired.

**13.12.2 Procedure**

The full-time faculty member shall indicate the basis of personal business leave in writing to the Chancellor. The Board of Trustees shall regulate and prescribe the manner and proof of need.

**Faculty Association  
Collective Bargaining Agreement**

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**13.13 MILITARY LEAVE**

**13.13.1 Criteria**

Faculty members who are members of any reserve corps of the Armed Forces of the United States, or of the National Guard, or who are inducted, enlisted or otherwise ordered to active military duty shall be granted such leave, providing that the period of ordered duty does not exceed 180 calendar days including time involved in going to and returning from such duty.

**13.13.2 Service Credit**

Absence on military leave shall not be construed as a break in the continuity of service, but shall not count toward tenure for a contract faculty member.

**13.13.3 Compensation**

A full-time faculty member on temporary military leave of absence who has been in the service of the District for a period of not less than one (1) year immediately prior to the day on which the absence begins shall be entitled to receive salary or compensation for the first thirty (30) calendar days of any such absence. Pay for such purposes shall not exceed thirty (30) days in any one (1) fiscal year. Faculty members have the obligation of attempting to schedule all temporary military leaves during the summer months.

**13.14 JURY SERVICE**

13.14.1 A faculty member shall receive full pay while serving as a panel member on a jury in a case before a court of law, provided the faculty member over and remits all compensation received for such jury duty, exclusive of mileage, to the District. Faculty members called for jury duty shall immediately advise their immediate supervisor so suitable arrangements can be made.

**13.15 PROFESSIONAL CONFERENCES OR MEETINGS**

The District may grant a paid leave of absence with travel expenses for attendance at professional conferences, which are beneficial to the District, as determined by the Chancellor and subject to budget allocations.

**13.16 EDUCATIONAL IMPROVEMENT, GOVERNMENT SERVICES,  
EXCHANGE TEACHING, OR HEALTH REASONS**

**13.16.1 Authorization**

Leaves for educational improvement, government service, exchange teaching, election or appointment to public service, or health reasons may be granted by official action of the Board of Trustees on the recommendation of the Chancellor.

**13.16.2 Compensation/Duration**

Such leaves of absence shall normally be granted without pay and shall normally last not less than one (1) semester nor more than one (1) year. An



**Faculty Association  
Collective Bargaining Agreement**

---

extension of the leave may be granted where completion of the program requires longer than one (1) year and where advantage will accrue to the District. When authorized leave is for exchange teaching, so that the faculty member's normally assigned duties are performed by an individual from another institution, and when the replacing person is being compensated by her/his regular employer, the faculty member will be compensated at the faculty members regular salary.

**13.16.3 Credit on Salary Schedule**

Leaves of not more than one (1) year for educational improvement, Foreign Service and exchange teaching shall be counted as one year of experience for advancement on the salary schedule. Leaves of one (1) semester shall be credited as one semester for advancement. Leaves for health purposes shall not count for such advancement.

**13.16.4 Notification of Intent to Return**

In leaves covered in this section, the faculty member must sign an Agreement that the Chancellor shall be notified in writing not less than sixty (60) days before the end of the semester or by April 1 (December 1 for fall semester leaves) whichever is earlier, of her/his intention to return.

If the Chancellor is not notified, the position will be considered to be vacant. At least ten (10) days before the notice is due, the Chancellor will remind the faculty member of this obligation by certified letter to the faculty member's last known address.

**13.17 LEAVE FOR FACULTY SERVING AS ELECTED OFFICER OF  
EMPLOYMENT ORGANIZATION**

13.17.1 The District shall grant to a full-time faculty member, upon request, a leave of absence without loss of compensation for the purpose of enabling such faculty members to serve as an elected officer of any local community college, District public employee organization, or of any statewide or national public employee organization, with which the local organization is affiliated.

13.17.2 The leave shall include, but is not limited to, absence for the purpose of attendance by the faculty member at periodic, stated, special, or regular meetings of the body of the organization on which such faculty member serves as an officer. Compensation during the leave shall include retirement fund contributions required of the District. Such retirement contributions shall include the amount necessary to pay any unfunded liability cost for each such retirement plan. The faculty member shall earn full service credit during the leave of absence and shall pay member contributions as prescribed by Section 22804 of the Education Code. The maximum amount of the service credit earned shall not exceed twelve (12) calendar years.

**Faculty Association  
Collective Bargaining Agreement**

---

Any faculty member, who serves as a full-time officer of a public employee organization, shall not be eligible for disability benefits under the State Teacher's Retirement System while on the leave of absence.

13.17.3 Following the District's payment of the faculty member for the leave of absence, the District shall be reimbursed by the employee organization of which the faculty member is an elected officer for all compensation paid the employee on account of the leave. Reimbursement by the faculty member organization shall be made within ten (10) days of receipt of the District's certification of payment of compensation to the faculty member.

13.17.4 The leave of absence without loss of compensation provided for by this section is in addition to the released time without loss of compensation granted to representatives of an exclusive representative by subdivision (c) of Section 3543.1 of the Government Code.

**13.18 LONG-TERM LEAVE OF ABSENCE**

13.18.1 Authorization

Long-term leaves of absence may be granted by official action of the Board of Trustees on the recommendation of the Chancellor.

13.18.2 Compensation

Such leaves of absence shall be granted without compensation and shall normally last not less than one (1) semester, nor more than one (1) year. An extension of the leave may be granted upon recommendation of the Chancellor.

13.18.3 Credit on Salary Schedule

Time spent on long-term leave of absence shall not be credited for advancement on the salary schedule.

13.18.4 Notification of Intent to Return

In leaves covered in this section, the faculty member shall sign an Agreement that the faculty member shall notify the Chancellor prior to March 15 (December 1 for Fall Semester leaves) if the faculty member does not intend to return to District employment at the expiration of the leave. Either failure to provide such notice or failure to return shall constitute a breach of contract.

**13.19 CHILD REARING LEAVE**

13.19.1 Upon request the Board shall provide a male or female full-time faculty member who is the natural or adoptive parent an unpaid leave of absence for the purpose of rearing the faculty member's child. Such leave shall be for one (1) full year or one (1) semester if requested by the faculty member) as defined in this article. A faculty member shall notify the Chancellor of the request for leave two (2) months prior to the commencement of such leave. The leave must commence within six (6) months of the birth or the adoption of the child.



**Faculty Association  
Collective Bargaining Agreement**

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Leaves taken under this section shall not constitute a break in service for the purpose of determining continuity of service, but such leaves shall not be credited as time served for the purpose of salary advancement.

- 13.19.2 A grandparent qualifies for this leave if the grandparent becomes legally responsible for the care and upbringing of a minor child because the parents being unable to fulfill parental duties. Such reasons may include, but are not limited to: Military service, a serious medical condition, issues of mental health, imprisonment, etc.

**13.20 ELDER CARE LEAVE**

- 13.20.1 Upon request the Board shall provide a full-time faculty member who is the natural or adoptive child an unpaid leave of absence for the purpose of providing care to elderly or infirm parent(s). Such leave shall be for one (1) full year (or one (1) semester if requested by the faculty association member) as defined in this article.

A faculty member shall notify the Chancellor of the request for leave at least two weeks prior to the commencement of such leave. Leaves taken under this section shall not constitute a break in service for the purpose of determining continuity of service but such leave shall not be credited as time served for the purpose of salary advancement.

**13.21 CATASTROPHIC ILLNESS LEAVE BANK**

- 13.21.1 California Education Code § 87045

Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because the faculty member has exhausted all of his or her sick leave and other paid time off.

- 13.21.1.1 Immediate family member(s) for the purpose of this policy is defined to include only the following: spouse, domestic partner, children and legal dependents.

- 13.21.2 Basic Provisions

The following provisions apply to the catastrophic illness leave (CIL) bank available to faculty.

- 13.21.2.1 Any faculty member with a balance of eligible sick leave credits of twenty five (25) days or more after such donation, may donate days to the bank, up to but not more than fifteen (15) days per year.

**Faculty Association  
Collective Bargaining Agreement**

---

13.21.2.2 Any faculty member may receive leave credits from the bank when approved in accordance with the required provisions.

13.21.2.3 There will be no attempt to evaluate a day donated or received on the basis of the pay rate of the donor or the recipient.

13.21.3 Procedure

13.21.3.1 The applicant (or agent) for CIL must submit an Application for Leave Request form (see appendix J) in writing to the Director of Human Resources. All requests must be accompanied by a physician's statement which verifies catastrophic illness or injury (as defined above) of the faculty member or the faculty member's immediate family member.

13.21.3.2 Both the Director of Human Resources and the President of the Faculty Association will recommend approval of catastrophic illness leave (CIL) only in the cases of catastrophic illness or injury.

13.21.3.3 Every attempt will be made to protect the privacy of the applicant.

13.21.4 Establishing the Bank and Collecting Deposits

13.21.4.1 There will be an initial call from the office of Human Resources for donations to establish the bank.

13.21.4.2 There will be an annual call for donations, unless the bank has more than ninety (90) days.

13.21.4.3 There will be calls for donations when the bank balance falls below forty five (45) days. Payroll Services will notify Human Resource Services when the balance falls below forty five (45) days, at which time Human Resources will send out the call for donations.

13.21.4.4 Donations from those eligible to donate will only be accepted during official calls from Human Resources for donations.

13.21.5 Eligibility Requirements

To be eligible for CIL, faculty members must have exhausted all accrued sick leave. If an applicant is eligible for differential pay, the leave drawn from the bank will be prorated to bring the faculty member up to, but not over, his/her base salary.

**Faculty Association  
Collective Bargaining Agreement**

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13.21.6 Length of Leave

The maximum length of CIL is a total of ninety (90) workdays including those which use substitute differential leave (See 13.5.4). In extreme cases where additional leave is needed the faculty member may make a request for additional days to the Director of Human Resources and the Faculty Association President.

13.21.7 Donation Process

13.21.7.1 A written Donation of Sick Leave form must be submitted and signed by the donor. (See appendix J)

13.21.7.2 Donation forms should be submitted to the Payroll Services Office.

13.21.7.3 Donated leave becomes the property of the bank until authorized for allocation by the Director of Human Resources, and under no circumstances will donated leave be returned to the donor. Donations are completely voluntary.

13.21.8 Termination of Catastrophic Leave

CIL terminates, and any remaining donated sick leave is returned to the bank, when:

13.21.8.1 The recipient terminates employment with the District.

13.21.8.2 The need no longer exists based on physician's recommendation.

13.21.8.3 The bank runs out of donated sick days.

**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 14**

**SABBATICAL LEAVE**

**14.1 GOALS AND OBJECTIVES**

- 14.1.1 Sabbatical leaves are encouraged and may be granted to full-time faculty members for the purpose of carrying out an approved program which will benefit students, instructors, and the District. Such leaves are a means of enhancing the professional growth of faculty members through a variety of activities and/or experiences which have significant relevance to the specific assignment and/or to the retraining of the faculty member.
- 14.1.2 The District and the Faculty Association recognize that sabbaticals ensure and enhance the instructional integrity of programs offered to our students. Accordingly, the District and the Faculty Association agree that the Professional Recognition Committee, (PRC) as constituted in Article 10, shall review applications and conduct interviews in a manner that respects the professionalism of the applicant while ensuring the validity of the proposed project for sabbatical leave.
- 14.1.3 When members of the PRC are in disagreement among themselves over the approval of a sabbatical request, they will meet with the faculty member to gather information and/or clarification which will assist them in making an unbiased recommendation. In performing their many duties, the PRC will grant fair, impartial and equal treatment to all candidates.

**14.2 ELIGIBILITY**

- 14.2.1 During the 2005-2006 academic year, and during each succeeding academic year, a faculty member will be eligible to apply for sabbatical leave for the next academic year, if the year in which the faculty member applies is the faculty member's sixth (or more) consecutive year of full-time service for the District.
- 14.2.2 Leaves of absence granted by the Board of Trustees shall not be deemed a break in service. The period(s) of such absences, however, shall not be included as service in computing the six (6) consecutive years of service required by this section.

**14.3 NUMBER OF SABBATICALS**

The number of the full-time faculty members on sabbatical shall not exceed the equivalent of 4% of the total full-time faculty members and shall be offered to eligible applicants whose leave applications are recommended by the PRC for approval by the Chancellor and the Board of Trustees.

Faculty Association  
Collective Bargaining Agreement

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**14.4 APPLICATION AND RECOMMENDATION PROCESS**

14.4.1 Application for sabbatical leave shall be submitted on forms developed by the Professional Recognition Committee and approved by the FA and the District. Completed applications must be filed in Human Resources by November 1 of the year preceding the fiscal year for which the sabbatical is to become effective. No more than two applications per year shall be submitted by any one person.

**14.4.2 Procedures**

14.4.2.1 Application for sabbatical leave shall be submitted to the Dean for comment and signature with sufficient time to comply with the deadline date of filing with Human Resources by November 1.

14.4.2.2 If the Dean has concerns or comments, these should be presented in writing and discussed with the applicant. The applicant may amend the application to address the Dean's comments or concerns and may resubmit the amended version to the Dean. If discrepancies and/or disagreements are resolved, pertinent comments shall be removed and shall not be passed beyond this point.

14.4.2.3 The Dean shall forward the sabbatical application to the President for review and signature. If the President has concerns or comments, the President shall notify the Dean and the applicant in writing, and give the applicant an opportunity to amend the application to address these comments and concerns. If the applicant then chooses to amend the application, and the President's comments and concerns are resolved; such comments shall not be passed beyond this point. The applicant will then resubmit the application to the President for signature. However, this must be done by the November 1 deadline for filing in Human Resources. If the applicant chooses not to amend the application to address the President's comments or concerns, the President will sign the application and send it to PRC with his/her comments.

14.4.2.4 The PRC shall review each application and accompanying documentation, if any, and interview all applicants, based on the results of the review and interview; the PRC shall forward a written recommendation to the Chancellor. If the PRC recommends denial of an application, it shall state, in writing, specific reasons for doing so and shall send a copy of the denial to the applicant.

14.4.2.5 The Chancellor shall review the application and accompanying documentation and may interview the applicant. Based on the merits of the application and the recommendation of the PRC, the Chancellor may

**Faculty Association  
Collective Bargaining Agreement**

---

add and submit recommendations and forward them with the application and the PRC recommendation to the Board of Trustees.

**14.5 AUTHORIZATION**

Board actions on sabbatical applications are to be taken no later than the first meeting in February. In the event that an approved leave cannot be taken, alternate requests may be granted within the maximum percentage authorized, up to March 1 of the year preceding the fiscal year in which the sabbatical is to be taken.

**14.6 SERVICE OBLIGATION**

Recipients of sabbatical leaves shall contract to serve the District for two (2) years after completion of a sabbatical leave. The grantee shall indemnify the District against loss in the event of failure to render two (2) years of service after return from the sabbatical by furnishing a suitable bond, or by executing a contract in a form approved by the Board of Trustees binding the faculty member to return for at least two (2) years.

**14.7 REPORTS**

14.7.1 Reports are required in order to satisfy the conditions under which sabbaticals are granted. Failure to submit the reports to the PRC may result in loss of the sabbatical leave, the cessation of salary payments, and/or recouping of payments already made.

**14.7.1.1 Interim Reports**

The District shall require an interim report at the midpoint of each semester on the faculty member's progress in fulfilling the sabbatical obligation. This report may be oral or written based on the judgment of the PRC. Any significant changes in the approved sabbatical activities must be submitted to the PRC for approval prior to implementation. A faculty member who is notified that the sabbatical payments are to be discontinued may return to work if the faculty member's position has not been filled.

**14.7.1.2. Oral Report**

An oral presentation to faculty, students, and/or the community regarding the completed report is required in order to communicate to the college community the concomitant benefits of the leave. It is the faculty member's responsibility to arrange for an oral presentation and to notify the PRC. College or university work taken as part of the sabbatical program shall be referenced in the report and verified by official transcripts sent directly to Human Resources by the conferring institution.

**Faculty Association  
Collective Bargaining Agreement**

---

**14.7.1.3 Written Report Upon Completion of the Sabbatical Leave**

Faculty members returning from sabbatical leave shall be required to submit a written report to the President (or designee) and to the PRC by the end of the first returning semester. The report shall describe in detail the learning activities that took place during the sabbatical leave, the benefits accrued to the faculty member and to the District, and that the approved sabbatical plan was completed in its entirety. College or university course work taken as part of the sabbatical program of activities shall also be described via such a report and verified by official transcript sent directly to Human Resources by the conferring institution. All required written reports shall be presented in a professional format, style, and content which reflect college level standards. The PRC will develop standards and procedures for the preparation of sabbatical reports and will submit them to the District and the Faculty Association for approval.

14.7.1.4 The PRC shall review the written report and shall forward a recommendation to the Chancellor for approval or rejection based upon whether the sabbatical recipient successfully fulfilled all of the requirements of the sabbatical agreement.

14.7.1.5 If the PRC rejects the report, they shall meet with and advise the faculty member of their decision. After consultation with the faculty member, the PRC shall set forth the reasons for rejection in writing together with specific recommendations for satisfactory completion of the sabbatical obligation. The faculty member shall, no later than thirty (30) days after receipt of the rejection notice, submit a revised report to the PRC and to the President of the college.

14.7.1.6 The President and the PRC, independently, shall review the revised report. If both accept the revisions, the PRC shall forward its recommendation to the Chancellor. If either the President or the PRC does not accept the revisions, both parties shall meet to try to achieve consensus. If consensus is achieved, the recommendation shall be forwarded to the Chancellor. If there is no consensus, the parties shall both state their reasons in separate documents and will forward their recommendations to the Chancellor. Both the President and PRC shall provide a copy of these documents to the faculty member.

14.7.1.7 The Chancellor shall review the recommendations submitted by the PRC and the President if appropriate, and accompanying documentation.

14.7.1.8 If, the applicant's sabbatical report is rejected, the faculty member may request to meet with the Chancellor within 10 days to appeal this



**Faculty Association  
Collective Bargaining Agreement**

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decision. The Chancellor may accept the appeal or not. If the Chancellor does not accept the appeal, upon approval of the Board of Trustees, the District may pursue available legal means to recoup the funds paid to the faculty member while on sabbatical leave.

**14.8 GRADES**

14.8.1 Successful completion of an academic activity during a sabbatical shall normally be demonstrated by a grade "B" on an individual course or a "B" point average on more than one course. Exceptions may be considered when an academic institution grades on a "pass/fail" system or when a grade other than "B" is declared as the normal qualifying grade by the conferring institution in a specific academic activity.

14.8.2 A faculty member who does not achieve "B" or "Pass" or "Qualifying" grade, as applicable, may be permitted to take the course or courses within the next academic year unless circumstances develop beyond the control of the faculty member that would prevent such completion. In that instance, the faculty member and the PRC shall come to an agreement on a reasonable alternative.

**14.9 COMPENSATION**

14.9.1 Salary Rate

Sabbatical leaves may be arranged for one (1) year with a grant equal to 70% of the basic annual salary; or arranged for one (1) semester with a grant of 90% of one-half year's salary to be effective for those applicants chosen for sabbaticals.

14.9.2 Salary Basis

While on sabbatical leave, the salary the faculty member would have received if the faculty member had been in regular service shall be the basis for computing the faculty member's compensation. Salary for sabbatical leave shall be paid in the same manner as that paid during regular service.

14.9.3 Credit on Salary Schedule and Benefits

Time spent on sabbatical leave shall be credited for salary increment and for District benefits, including longevity requirements.

14.9.4 Credit for Movement Across the Salary Schedule and for Professional Development Steps

Movement across salary classes and movement for professional development steps is based on continuing educational development of the faculty member including education obtained while on sabbatical.



**Faculty Association  
Collective Bargaining Agreement**

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**14.10 ILLNESS, INJURY OR DEATH**

- 14.10.1 In the event that injury to, or illness of the faculty member during the sabbatical leave prevents completion of the requirements of the leave, the sabbatical leave will be terminated and provisions for sick leave shall apply. If death occurs prior to the return to service to the District, no repayment of salary shall be required.
- 14.10.2 If upon return to service and prior to completion of the two obligatory years of service, should there be an illness or injury qualifying the faculty member for disability retirement, such illness or injury shall exempt the faculty member from further obligations relative to that sabbatical.

**14.11 REINSTATEMENT**

Upon return to service after a sabbatical leave, a faculty member shall be reinstated to the position held at the time leave was granted or to a comparable position, subject to provisions of law, i.e., seniority, layoff procedures.

**14.12 SCHEDULE**

A sabbatical leave may be arranged to begin in the fall semester and continue through the spring semester, or it may begin in the spring semester and continue through the fall semester. Any two (2) consecutive semesters shall constitute one (1) year of leave.

**14.13 COMPLIANCE WITH CONTRACT**

All procedures developed by the PRC to implement this article shall be submitted to the District and the Faculty Association for approval. If any procedures are not in compliance with this Agreement, they shall be discussed with the Committee. If the matter cannot be resolved, the District and the Faculty Association shall meet to resolve the dispute.

**14.14 STATUTORY REQUIREMENTS**

All provisions pertaining to sabbatical leaves shall conform to statutory requirement.

**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 15**

**OVERLOAD**

**15.1 VOLUNTARY NATURE OF OVERLOAD**

- 15.1.1 All overload service shall be voluntary whether it occurs within or outside of the academic semesters of the 156\* day academic calendar.
- 15.1.2 However, when such work is necessitated or expected by virtue of job requirements by District policy, by state mandate, appointment to committee work, and is/or assigned by an administrator outside the academic semesters of the 156\* day academic calendar, then members shall be compensated according to the applicable provisions of this article related to payment for overload.
- 15.1.3 The District shall notify all eligible members of opportunities for overload and shall ensure that said opportunities be rotated among eligible members in accordance with priority of assignment as specified in 15.2 and 15.3.3.

**15.2 OVERLOAD WITHIN ACADEMIC SEMESTERS OF 156\* DAY CALENDARS**

- 15.2.1 Full-time unit members' overload assignment for compensation and/or overload banking shall be based on a separate contract which shall normally be limited to 6 (six) units or 40% of a full load. Exceptions to this maximum overload shall be negotiated with the Faculty Association.
- 15.2.2 Overload within the academic semesters of 156\* day calendar shall be paid on the adjunct salary schedule.
- 15.2.3 Priority of Assignment for Overload within Academic Semesters of 156\* Day Calendar. Faculty shall be selected and assigned at a college on the following priority basis:
  - 15.2.3.1 Full-time regular academic staff from home campus;
  - 15.2.3.2 Full-time regular academic staff from the other District campus (es);
  - 15.2.3.3 Temporary full-time contract academic staff.

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\* (hours shall be based on those hours defined in the previously used 175 day calendar)

**Faculty Association  
Collective Bargaining Agreement**

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**15.3 OVERLOAD ASSIGNMENT OUTSIDE THE ACADEMIC SEMESTER OF THE  
156\* DAY CALENDAR**

**15.3.1 Instructional Faculty**

**15.3.1.1 Compensation**

Full-time faculty shall be paid at the summer school instructional rate of pay for any instructional assignment made outside the 156\* days as defined by the 156\* day academic calendar in effect at that time.

**Formula:**

$$30/175 \times .63 = .1080$$

.1080 x prior year's salary at current year placement level (Step and Class) multiplied by the assigned FTE (not to exceed the annual maximum of 40% annually for this formula). This formula applies to pre-summer and summer sessions and all instructional assignments outside the 156\* day calendar, to the maximum of 40% annually. Instructional overload assignments over the 40% annual maximum will be paid at the faculty member's placement on the Academic Hourly Salary Schedule.

**15.3.1.2 Number of Courses**

Faculty who teach summer and/or winter intersession may be offered more than one course per session.

**15.3.2 Non-Instructional Faculty Overload Outside Academic Semester of 156\* Day Calendar**

**Payment**

Unit members shall be paid at the rate of 1/200 of their regular salary for each day of service provided outside of the academic semesters, not to exceed the maximum of 40% F.T.E. annually. Non-instructional overload assignments outside the academic semester which exceed the 40% annual maximum will be paid at the faculty member's placement on the Academic Hourly Salary Schedule.

**15.3.3 Priority of Assignment for Overload Outside of Academic Semesters**

15.3.3.1 Contract or regular faculty members from home campus who were not employed during the preceding summer and/or winter sessions;

15.3.3.2. Contract or regular faculty members from the other District campus(es) who were not employed during the preceding summer and/or winter recess sessions;

15.3.3.3 Contract or regular faculty members from home campus who were employed during the preceding summer sessions and/or winter sessions;

**Faculty Association  
Collective Bargaining Agreement**

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15.3.3.4. Contract or regular faculty member's from the other District campuses who were employed during the preceding summer and/or winter sessions.

**15.4 BANKING OF OVERLOAD FOR PAID LEAVE**

**15.4.1 Banking Overload**

Full-time unit members may accumulate credit toward paid leave for any instructional overload assignment within or outside of the academic calendar by banking overload in lieu of overload compensation. The percentage of semester FTE credit shall be added to the faculty member's overload bank account. Overload may be banked up to one semester FTE load.

15.4.1.1 Using form(s) supplied by the District, the faculty member shall select an irrevocable option for any overload assignment for the next academic session to either be paid during the academic session or bank the time to be used at a later date.

15.4.1.2 If no form indicating an irrevocable option is submitted prior to the commencement of an overload assignment, then for that faculty member, that overload will be paid at the prescribed rate and no banking will be allowed.

15.4.1.3 The form(s) shall also allow the faculty member to indicate a desire to use some or all of the banked overload in the subsequent academic session. If no form is submitted prior to the dates stipulated in Article 15.4.3, then no paid leave will be allowed for that academic session.

15.4.1.4 Cashing out of any or all banked overload will be allowed subject to the guidelines specified in Article 15.4.5.

**15.4.2 Applying Banked Overload to Leave**

Banked instructional overload shall be applied to leave in full unit increments of full course loading. Faculty may apply any full unit portion of banked overload to partial or full semester assignments. Faculty may perform additional overload service for compensation according to provision 15.2 of this article but they may not bank overload during leave. The loading formula in effect at the time leave is taken shall apply to usage of banked overload. While on leave, the faculty member shall be paid according to the full time salary schedule (Appendix C-1) in effect at the time of the leave for the percentage of load to which the banked leave is applied.

**Faculty Association  
Collective Bargaining Agreement**

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15.4.2.1 Requesting Leave

Faculty who wish to apply banked overload to a leave must submit to the appropriate Dean a written request for use of banked overload, which must be done by April 1 for leave in the fall semester and by November 1 for leave in the spring semester.

15.4.2.2 Requests by the faculty member for use of banked overload as fill-in for underload must be made within one week of the time the faculty member learns of the underload or prior to the beginning of the semester in which the underload is being taught whichever is later.

15.4.2.3 In any case, requests must include the portion of banked overload to be applied to the leave.

15.4.2.4 Such requests may be granted only if District programs can operate satisfactorily in the faculty member's absence and a suitable hourly replacement is available. This determination shall be made by the responsible administrator. If, for any reason, a faculty member is unable to take an approved leave as defined in this article, a new leave request must be submitted for approval of any subsequent leave.

15.4.4 Limits on Leave

Normally no more than 25% of full-time faculty per campus discipline shall be on leave during a semester. For disciplines with less than four full-time faculty, the applicable percentages shall be as follows:

33% for 3 to 3.99 full-time faculty members  
50% for 2 to 2.99 full-time faculty members  
100% for 1.99 or less full-time faculty members

If more than twenty-five percent (25%) of a campus discipline apply for earned leave at the same time, leave will be granted according to seniority among members who have not taken an earned leave within the past five (5) years.

15.4.5 Cashing Out Banked Overload

15.4.5.1 The Faculty member shall not be entitled to cash out banked overload except under one of the following circumstances:

1. Retirement;
2. Medical disability as defined in IRS Code Section 72(m) (7);
3. Termination;
4. Death;
5. Uninsured loss of real property in excess of \$10,000; or

**Faculty Association  
Collective Bargaining Agreement**

---

6. Medical emergency causing documental costs in excess of \$2,000 resulting from unpaid leave, loss of overload pay, or uninsured medical costs;
7. Expiration of the five (5) year banking period (see 15.4.8.2).

15.4.5.2 When a faculty member is paid for accumulated banked overload (known as "cashing out") the rate of pay shall be at the step/placement in effect at the time credit was earned but the rate of pay in effect for that step/placement at the time paid.

15.4.5.3 Banked overload that is cashed out shall be calculated as follows:

1. Percent of banked overload of semester FTE times hours of load times hourly pay rate effective at time the overload is paid but at the step/placement when overload credit is earned times 17.5 weeks.
2. For banked overload earned at the summer of 1/200 rates, cashing out shall be computed using the appropriate formula times the pay rate in effect when the credits are paid but at the step/placement at which the credits were earned.

15.4.5.4 A faculty member wishing to cash out (under 15.4.5.1, numbers, 2, 4, 5, and 6) must submit a written request to Human Resources. When a full-time unit member leaves the employment of the District, any unused banked overload shall be paid as described herein.

**15.4.6 Record Keeping**

Banked time shall be recorded and tracked by District Human Resources. Human Resources shall issue an annual statement by December 15 to each faculty member showing the percentage of FTE banked and the dates earned.

**15.4.7 Reserve Funds**

When the option to bank overload is exercised, an amount equal to the hourly compensation to be earned by the full-time unit member shall be placed in a separate reserve fund which will be used only to pay hourly replacements when the faculty member uses banked time or to cash out unused banked overload. All interest earned on this reserve shall remain in that fund to offset the increases in hourly pay rates over time.

**15.4.8 Other Conditions**

15.4.8.1 Leaves taken under this article shall have no impact on any other provisions of the collective bargaining agreement.

**Faculty Association  
Collective Bargaining Agreement**

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Such leaves shall not constitute a break in service, and all benefits of this contract shall continue to accrue during leaves for banked overload.

- 15.4.8.2 Any banked time must be used within the five (5) year period following the academic year in which it was banked. For purposes of this section, summer school courses shall be considered part of the academic year in which the courses end. Any banked overload not used in that five (5) year period, will automatically be paid to the faculty member as described in Article 15.4.5 on the last regular payroll of the five (5) year period on May 31st. Once a faculty member has accumulated one semester FTE in the overload bank, any additional overload assignment shall be for normal overload compensation.
- 15.4.8.3 Overload may be banked in one-unit increments for instructional assignments or in 10% FTEF increments for non-instructional assignments. 20% FTEF is the maximum that may be banked in any semester, and 40% is the maximum that may be banked in any summer session up to a maximum of 60% per fiscal year.
- 15.4.8.4 Any faculty member with an underload on the books related to regular contract loading may not bank overload assignments until the underload is made up.



**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 16**

**TRANSFER**

**16.1 PURPOSE OF TRANSFERS**

Voluntary transfers provide opportunities for faculty to: renew themselves in a different environment; understand more fully different approaches to delivering student instruction and service; and foster a spirit of cooperative effort and interchange between our District colleges. Transfers also provide the District with an opportunity to benefit from improved morale and cooperative approaches to planning and problem solving at low or no cost.

**16.2 DEFINITION OF TRANSFER**

For purposes of this Article, a transfer is any relocation of a unit member from one work assignment to another assignment within the same college or from one college to another. Transfers may occur for partial or full loading of a unit member. Three types of transfers exist:

- a) Self-initiated (voluntary)
- b) Exchange (voluntary)
- c) Management-initiated (involuntary)

16.2.1 Tenured faculty transferring to another discipline will retain tenure. The Dean, at his or her discretion, has the right to require an evaluation during that first year and establish an Evaluation Committee (EC) in accordance with the process as described in Article 22.

**16.3 TRANSFER RESPONSIBILITY**

Authority for making voluntary and involuntary transfers is vested with the college Presidents. Seniority of unit members shall be given special consideration.

**16.4 SELF-INITIATED (VOLUNTARY) TRANSFERS**

Self-initiated transfers may occur in two ways:

16.4.1 A tenured unit member may request a voluntary transfer to the other college for partial or full work load by filing an appropriate written request with the President of the college to which the unit member wishes to be transferred with a copy of the request to the President of the campus to which the unit member is assigned. If a vacancy occurs on the campus to which transfer is requested during the academic year in which the request was submitted, or for the subsequent fall semester following the request, the unit member shall be considered for the vacancy before any new applicants for the position are sought.



**Faculty Association  
Collective Bargaining Agreement**

---

16.4.2 Prior to the public announcement of any full-time faculty openings, the District shall submit notices of the position vacancy to the Faculty Association and to the administrative supervisor of the discipline involved at both campuses.

16.4.2.1 These notices shall be posted in an appropriate and conspicuous locations(s) where unit members can be made aware of the opening. Notices shall be posted on the bulletin boards closest to faculty mail boxes in Reprographics at SJCC and in the mail room at EVC. These notices shall be posted for a minimum of 10 working days before the position opening is advertised to the public.

16.4.2.2 If a vacancy occurs outside of the academic calendar days, notification of the opening shall be mailed to the home addresses of qualified unit members. In the instance that the notice is mailed to unit members at their home addresses, a 10 working day period of time shall be allowed for response before the position opening is advertised to the public.

16.4.2.3 Such a transfer request requires the approval of both college Presidents. Current unit members who meet the minimum qualifications approved by the Board of Trustees for the particular assignment and who request the transfer shall be judged on the basis of the minimum qualifications for the position. Desirable or preferred qualifications shall also be considered but shall not be used for the purposes of discouraging qualified applicants.

16.4.2.4 If the unit member is not selected for the requested transfer position, the basis for non-acceptance shall be explained in writing to the faculty member.

**16.5 EXCHANGE TRANSFER (VOLUNTARY)**

16.5.1 An exchange transfer is a mutual agreement on the part of two full-time faculty members to exchange positions for a specified period of time which shall be no less than the equivalent of one semester. Exchange transfers may be for partial or full loading, and if for partial loading, there shall not be any compensation under provisions related to mileage (Article 4). Faculty who initiate an exchange transfer must each set forth, in writing, the reasons for their request and the benefits which are expected to accrue from it.

The request shall be presented to each faculty member's Dean at least eight (8) weeks prior to the effective date of the requested transfer. Faculty requesting exchange transfers must meet the approved minimum qualifications for the desired positions.

**Faculty Association  
Collective Bargaining Agreement**

---

16.5.2 The Dean or appropriate administrators shall immediately inform other faculty members of the disciplines(s) in writing, about the request for exchange. Unless the request for transfer is contested by discipline faculty or administrator for valid reasons, both administrators shall forward their recommendation for approval to the college Presidents.

16.5.3 In cases where the transfer is contested, the Dean shall convene an Exchange Transfer Committee consisting of:

16.5.3.1 Two (2) full-time discipline faculty, whenever possible, from each of the two campuses

16.5.3.2 One (1) member of the Diversity Advisory committee from the campus not contesting the transfer

16.5.4 Administrators and faculty who choose to serve on an "Exchange Transfer Committee" shall be well versed on aspects of fairness and equal opportunity prior to deliberating on the request for transfer. All deliberations shall focus on existing approved minimum qualifications for the positions. The committee shall attempt to reach consensus on its recommendation and shall submit it, in writing, to the Presidents of the colleges with copies to the exchange candidates. When denial of the request is recommended, specific references shall be made to criteria for the assignment which were not met.

**16.6 NON-CONCURRENT COMPENSATION FOR VOLUNTARY TRANSFERS**

A voluntary transfer assignment for partial load shall not include compensation under the provisions related to mileage, Section 4.8.

**16.7 MANAGEMENT-INITIATED TRANSFERS**

Involuntary transfer shall not be effected for disciplinary reasons nor shall they be effected arbitrarily or capriciously. Management-initiated transfers may occur as follows:

**16.7.1 Reduction-in-force**

When a transfer is necessary to avoid a layoff under reduction in force, it shall be effected in accordance with the provisions of the Education Code.

**16.7.2 Reduction in Program**

When a program is reduced at one college and vacancies in the program exist at the other college, the District shall transfer qualified personnel to the vacant position(s).

**Faculty Association  
Collective Bargaining Agreement**

---

**16.7.3 "Best Interest" of the District**

Management-initiated transfers for any other reason deemed in the best interest of the District shall be made in consultation with the Faculty Association President.

**16.7.4 Qualified Volunteers**

Prior to initiating an involuntary transfer, the District shall seek out qualified volunteers who shall be transferred according to highest seniority. If no qualified volunteers are found, the transferee shall be the qualified person with the least seniority. This section shall be subject to Section 16.7.3.

**16.7.5 Written Notification**

The District shall provide written notification of all management-initiated transfers to the Faculty Association at the time of notification to the unit member. Normally, notice of the transfer and the reasons for it shall be given to the unit member, in writing, thirty (30) days prior to the effective date of transfer.

**16.7.6 Right of Claim to Return to Campus of Origin**

16.7.6.1 If a unit member has been involuntarily transferred to the other college, that member shall have first right of claim on any position opening for which the faculty member is qualified at the college from which the member was transferred. If the offer of transferring back to the original campus is made, and the faculty member refuses the transfer, the opportunity for first right of claim is lost for future openings.

16.7.6.2 Any recipient of a management-initiated transfer remains eligible for voluntary transfer; self-initiated or exchange, back to the campus of origin.

**16.8 DISTRICT PROGRAMS**

A "District Program" is one where instruction is presented at both colleges but is managed by one college. They are established with the consensus of the faculty and administration of both colleges. Examples of current District programs include Administration of Justice, Drafting, Electronics and Music.

**16.9 COMPLETION OF FULL LOAD**

Faculty assigned to more than one District location in order to complete a full annual load shall not be considered to be transferred under the provisions of this article.

**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 17**

**BENEFITS**

**17.1 BENEFIT COVERAGE**

Full-time (1.00 F.T.E.) faculty members in a permanent contract position shall receive full faculty member and eligible dependents' benefits.

A faculty member with return rights to a permanent contract position, who teaches 60% or more but less than a full load 1.00 F.T.E. shall receive full employee benefits and shall share the pro-rata cost of their eligible dependents' benefits.

Adjunct faculty shall receive full faculty member benefits and shall share the pro-rata cost of their eligible dependents' benefits for a given semester as described above only when their assigned load is more than 60% for that semester.

17.1.1 Benefits for eligible unit members shall become effective as of the first day of the calendar month following the month in which service to the District first begins. Matters within the scope of negotiations related to selection or change of providers and coverage shall be negotiated with the Faculty Association. The District shall advise the Faculty Association at least two (2) weeks prior to any changes outside the scope of negotiations.

17.1.2 Medical Benefits

The District shall provide for each eligible faculty member and the member's eligible dependents one of the following medical benefit programs: Kaiser Medical Plan (Group 825) or Blue Cross Prudent Buyer Classic I Plan.

17.1.2.1 Eligible Dependents

Subject to the terms of the contracts with all providers, eligible dependent is defined as the faculty members spouse, domestic partner (subject to the eligibility provisions in each summary plan document) or unmarried child under 19 years of age, or if over the age of 19 but under the age of 25, that child is currently enrolled as a full-time student at an accredited institution. Full-time student is defined as being enrolled in 12 semester or quarter units. A dependent over the age of 19 but under the age of 25 who enters or returns to an eligible status will become eligible for coverage on the first day of the month following the date an enrollment application that is filed on the dependent's behalf.

17.1.3 Dental Benefits

The District shall provide a dental care plan for the eligible faculty member and the member's dependents.

**Faculty Association  
Collective Bargaining Agreement**

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**17.1.4 Vision Care Benefits**

The District shall provide a vision care plan for each eligible faculty member and the member's eligible dependents.

**17.1.5 Life Insurance**

The District shall provide a group term life insurance program for its faculty member and a supplemental plan for their dependents.

**17.1.6 Disability Insurance**

The District shall provide a disability plan for each eligible faculty member.

**17.1.7 Employee Assistance Plan**

The District shall provide a faculty member assistance plan for each eligible faculty member and the member's dependents.

**17.1.8 Flexible Spending Account**

Faculty members may participate in an IRC Section 125 plan, effective January 1, 2004.

**17.2 MAXIMUM ANNUAL DISTRICT CONTRIBUTION**

The District shall contribute to the following benefits an amount not to exceed (in annual cost) the current fixed rates, as follows:

**17.2.1 Health and Welfare Benefits: (effective 2006/2007)**

	Blue Cross		
	<u>Classic</u>	<u>Kaiser</u>	
Employee only	\$5,739.84	\$4,715.04	
Employee plus one dependent	\$11,479.68	\$9,430.08	
Employee plus two or more dependents	\$17,219.52	\$13,343.52	
	<u>Vision Plan</u>	<u>Assistance Plan (EAP)</u>	<u>Dental</u>
Employee only	120.96	36.00	1,365.00
Employee plus one dependent	120.96	36.00	1,365.00
Employee plus two or more dependents	120.96	36.00	1,365.00

**Faculty Association  
Collective Bargaining Agreement**

---

**17.2.2 Employee Life Insurance Contribution**

District contribution: \$173.76 per year.

Death benefit calculation shall be based on age and salary as follows:

Under age 50	150% of salary
Age 50 but less than 60	100% of salary
Age 60 but less than 65	50% of salary
Age 65 but less than 75	25% of salary
Age 75 and over	20% of salary

**17.2.3 Dependent Life Insurance**

District Contribution: \$7.26 per annum per eligible dependent

Dependent Death Benefit:

Over age 6 months	\$ 1,500
Age 0-6 months	\$ 100

**17.2.4 Long-Term Disability Insurance**

Annual premium for the District's long-term disability insurance is \$266.40. The District's benefit is 66-2/3% of the faculty member's salary, to a maximum payment of \$5,000 per month, for a qualifying disability. Such benefit shall begin on the 91st consecutive day of total disability or after the expiration of accumulated sick leave, whichever occurs last. In the event the disability is a result of work-related injury, entitlement to long-term disability benefit shall be reduced by the amount of Workers' Compensation benefit received. The qualifying long-term disability benefit provided under this section shall be payable for a maximum one (1) year for all ages.

**17.3 SPOUSAL WAIVER**

The District will permit a health benefit (Blue Cross/Kaiser) waiver to any unit member eligible for such coverage and whose spouse has coverage, which provides the employee with comparable health coverage. A faculty member may submit such a spousal health waiver request to the District. If approved by the District, the faculty member shall be permitted to convert \$700 to a tax-sheltered annuity plan. This benefit is subject to the approval of the carrier.

**17.4 WORKERS' COMPENSATION**

Faculty members are protected under provisions of the State Workers' Compensation Insurance Law. Injuries must be reported within 24 hours by the faculty member to her/his supervisor. The Supervisor shall file the report with the Office of Human Resources.

**Faculty Association  
Collective Bargaining Agreement**

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**17.5 BENEFITS DURING UNPAID LEAVES AND UNAUTHORIZED ABSENCES**

Benefits paid by the District are in effect only when a faculty member is in approved District paid status. During unpaid leaves of absence or unauthorized absence, the District shall not contribute toward the cost of any benefit. A faculty member on authorized unpaid leave of absence may continue coverage by paying monthly or quarterly in advance to the District the full cost of premiums. If such payment is not made in a timely manner, coverage shall be terminated by the District.

Faculty Association  
Collective Bargaining Agreement

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## ARTICLE 18

### RETIREMENT

#### 18.1 RETIREMENT BENEFITS FOR FACULTY HIRED PRIOR TO 9/7/82

Faculty members hired on or before September 7, 1982 shall be eligible for the following District-paid benefits.

For the purposes of this section a retired faculty member is one who has applied, is eligible for and subsequently does receive a retirement benefit from the Public Employees' Retirement System (P.E.R.S.) or State Teachers' Retirement System (S.T.R.S.). A retired faculty member must be 55 years of age or older and must have been continuously employed as a paid full-time regular classified and/or academic faculty member by the District for 10 or more work years immediately prior to retirement.

A faculty member granted a board approved non-paid leave of absence which interrupts the qualifying period of employment may work enough additional days in full-time paid status for the District to compensate day for day for the number of leave days granted and have the additional days counted as if there were no break in service.

##### 18.1.1 Retirement Benefits

Premiums for health insurance benefits shall be paid by the District for a currently-employed unit member who retires and the faculty member's spouse of record, subject to all of the following conditions

18.1.2 The District shall contribute to retirement benefits the fixed current maximum annual amount of: (effective 2006/2007)

<u>Both Under Age 65</u>		<u>Both Over Age 65</u>	
<u>Blue Cross</u>			
<u>Residing</u>	<u>Out</u>	<u>Kaiser</u>	
<u>in Calif.</u>	<u>State</u>	<u>Kaiser</u>	<u>Blue Cross after 7/1/94</u>
Retiree Only:	\$7,933.80*	\$9,515.28	\$7,072.56 \$5,089.20 \$7,840.92
Retiree and spouse:	\$15,867.24	\$19,029.96	\$14,145.12 \$8,981.64 \$15,681.84

\*Plus

Employee Assistance Program      \$33.36

18.1.3 The only spouse eligible to receive any District retirement benefit shall be the spouse legally married to the retiree (spouse of record) at the time of the retiree's



**Faculty Association  
Collective Bargaining Agreement**

---

retirement from the District. Coverage of the spouse commences at the time of the faculty member's retirement and ceases upon either the death of the retiree or divorce from the retiree. If the spouse was legally married to the retiree from the time of retirement until the time of the retiree's death, the surviving spouse may remain as a member of the District medical health plan by reimbursing the District quarterly, in advance, for the current group rate cost of such benefit. Such benefit ceases upon remarriage.

- 18.1.4 Upon attaining age 65, the retired faculty member and/or spouse qualifying for Medicare shall be required to take all action necessary to receive such coverage for which they qualify. The District shall pay for a plan which supplements the Medicare coverage. The District shall not pay for any Medicare coverage for which a retiree and/or spouse qualify.
- 18.1.5 Upon attaining age 65 the retired faculty member and/or spouse who does not qualify for Social Security Medical payments without cost shall have the option to continue with a District-paid regular Blue Cross or Kaiser Plan provided they pay the District quarterly, in advance, the difference between the group rate cost of those medical plans and the group rate cost of the above District supplement payments for those faculty member's who qualify for Social Security medical payments.
- 18.1.6 For all faculty employed on or before March 31, 1986, the District shall provide the option for an individual faculty member to elect Medicare coverage. Election of this coverage is one-time and non-revocable. The effective date of Medicare coverage shall be retroactive to November 1992.
- 18.1.7 All faculty members hired on or after 04/01/86 shall be covered by Medicare.
- 18.1.8 The effective date of retirement benefits shall be the first day of the month following the date the faculty member retires from the District.
- 18.1.9 The District shall not pay for health insurance coverage that retiree and/or spouse is not eligible to receive.
- 18.1.10 Participation in the District dental and vision plans may be continued by a retiree and the spouse of record by the retiree paying the District quarterly, in advance, the full cost of such benefits.
- 18.1.11 The benefits of this section shall be available only when the eligible faculty member retires from: (1) State Teachers' Retirement System or Public Employees' Retirement System and (2) the District.

**Faculty Association  
Collective Bargaining Agreement**

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**18.2 EARLY RETIREMENT REDUCED WORKLOAD PROGRAM**

Full-time faculty members may, with District approval, participate in the early-retirement Reduce Workload Program whereby they may reduce their workload from full-time to a minimum of fifty percent (50%) of a regular load and have their retirement and other benefits based on full-time employment. To qualify for this program, the faculty member shall comply with the following:

18.2.1 The faculty member must reach the age of 55 prior to the first day of the semester for which the reduced work load is requested.

18.2.2 The faculty member must have been employed full-time in the District in a faculty position for at least ten (10) years. The immediately preceding five (5) years must have all been full-time service in the District.

18.2.2.1 The faculty member may not have had a break in service during the five years immediately preceding the reduction in workload.

18.2.2.2 For purposes of this section, sabbaticals, other approved leaves of absence, and unpaid absences from the performance of creditable service for personal reasons do not constitute a break in service.

18.2.3 Length of participation in the Early-Retirement Program shall not exceed ten (10) years at which time the faculty member shall retire. The faculty member may elect to retire fully prior to the completion of anticipated participation in this program. The effective date of retirement must occur at the completion of an academic assignment.

18.2.3.1 During the first year of the reduction in work load in the early retirement program, the faculty member may submit a written request to return to full-time employment at the beginning of the next academic year. Such a request shall be granted if it is received by the District on or before April 1st of the academic year in which it is submitted.

18.2.3.2 The option of part-time employment shall be exercised at the request of the faculty member and can be revoked only with the mutual consent of the faculty member and employer.

18.2.4 The option of participation in said program shall be initiated by the faculty member. A formal written request must be submitted to Human Resources by April 1 of the preceding Academic year. The specific assignment must be mutually agreed upon by the faculty member and employer. The District must inform the member in writing, of action on the request at least thirty (30) days prior to the beginning of the effective semester.

**Faculty Association  
Collective Bargaining Agreement**

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- 18.2.5 The minimum 50% of an annual regular work load may be one semester full-time or two semesters half-time or any variation that will result in completing the minimum of 50% employment within one fiscal year.
- 18.2.6 The faculty member shall receive a salary which is the pro-rata share of the salary the faculty member would have received in full-time employment.
- 18.2.7 The faculty member shall retain all other rights and benefits for which the faculty member and/or the District makes payments that would be required if the faculty member remained in full-time employment.
- 18.2.8 The faculty member and employer agree to submit contributions to the S.T.R.S. based on compensation which the faculty member would have earned for full-time service.
- 18.2.9 All leave benefits afforded a faculty member shall be earned by the Early-Retirement Program participant on a pro-rata basis of a full-time workload.
- 18.2.10 During the first year of a faculty member's participation in this program, said faculty member shall be deemed to be on a leave for that portion of the workload that has been reduced. If the faculty member wishes to be re-instated to a full-time position, the faculty member must notify the District in writing of the intent to return no later than April 1 of the year of participation in this program. When a faculty member notifies the District of intent to be reinstated, the District shall do so.
- 18.2.11 Early retirees will have the option of making up days of non-paid absence per year based upon their percentage of load (one day for each 10% of load) by performing additional duties approved by the college.
- 18.2.12 A faculty member whose contract has been reduced under this article shall fulfill the appropriate pro-rata share of other faculty duties that would have been required had the faculty member continued as a full-time faculty member.

**18.3 POST-RETIREMENT SPECIAL BENEFIT PROGRAM**

The Post-Retirement Program allows retirees to continue to render service to the District for a maximum period of two (2) years under the following conditions after the effective date of retirement.

- 18.3.1 Any full-time academic faculty member of the District desiring to participate in the Post-Retirement Special Benefits program shall make the request in writing to the appropriate Dean at least sixty (60) days prior to the effective date for retirement, which must be at the end of an academic semester.

**Faculty Association  
Collective Bargaining Agreement**

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The Dean shall make a recommendation to the President who shall forward the recommendation for action to Human Resources.

18.3.2 To be eligible for the Post-Retirement Special Benefit program, a faculty member must meet the following requirements:

- a. Have completed by the date of retirement a minimum of ten years (10) of full-time, satisfactory service to the District;
- b. Have attained at least the age of fifty-five (55) by the date of retirement.

18.3.3 The post-retirement service shall be within the faculty member's faculty service area as recorded by the District at the time of retirement. Participants shall not have a right to bump full-time faculty.

18.3.4 During the regular academic semester's summer and intersession, the faculty member shall be paid at the appropriate hourly rate from the Adjunct salary schedule. (Appendix D)

18.3.5 While participating in this program, the faculty member shall receive District-paid medical and have the option of purchasing dental and vision coverage.

18.3.6 The maximum amount earnable by the retiree shall be subject to adjustment by the S.T.R.S. Board on July 1 of each year.

18.3.7 Provided the faculty member's performance is rated "Proficient Performance" or better an employment contract issued under the post retirement provisions shall be renewed for each semester up to the maximum of a two (2) year period.

**18.4 GOLDEN HANDSHAKE**

By mutual agreement between the District and the Faculty Association, provisions for a golden handshake may be developed and offered to eligible faculty. The District agreed to participate in the S.T.R.S Golden Handshake for the window from April 19, through August 16, 2004.

Faculty Association  
Collective Bargaining Agreement

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**ARTICLE 19**

**EVALUATION OF ADJUNCT FACULTY**

**19.1 INTRODUCTION**

Evaluation procedures in this article apply to adjunct faculty. This article describes a parallel evaluation process to be used for instructional and non-instructional adjunct faculty. For the purpose of evaluation, adjunct faculty shall be divided into three distinct groups: those who have achieved seniority rehire preference (SRP); those involved in the process to achieve seniority rehire preference; and those working less than 40%, the required load to be considered for seniority rehire preference.

The primary goals of the performance evaluation process are to communicate with the faculty member about his or her performance, to document and measure performance and to set professional goals. The process should promote professionalism and enhance performance. The evaluation process documents performance by commending exceptional performance; identifying and recognizing competence; indicating areas where improvement is needed; and identifying and documenting unsatisfactory performance.

**19.2 RIGHTS AND RESPONSIBILITIES OF FACULTY MEMBERS RELATED TO EVALUATIONS AND THE EVALUATION PROCESS**

19.2.1 Rights: The rights listed below shall not be construed as the only rights faculty enjoy.

19.2.1.1 Faculty shall be fully informed in advance of the procedures of the evaluation process and the criteria upon which evaluations are conducted.

19.2.1.2 All evaluation results shall be in writing and a copy shall be provided to the faculty member.

19.2.1.3 Faculty shall be assessed using the criteria contained in the evaluation forms and in this article.

19.2.1.4 The evaluation process shall be confidential.

19.2.2 Responsibilities

19.2.2.1 The faculty member will attend reasonably scheduled meetings to discuss the faculty member's evaluation during normal business hours. These meetings shall not conflict with the faculty member's assigned schedule.

**Faculty Association  
Collective Bargaining Agreement**

---

19.2.2.2 The faculty member will provide requested information that is relevant and necessary to his or her evaluation.

**19.3 CRITERIA FOR EVALUATION OF ADJUNCT FACULTY**

**19.3.1 Professional Criteria**

19.3.1.1 Demonstrates currency and depth of knowledge in assigned areas of responsibility.

19.3.1.2 Demonstrates the ability to communicate subject matter clearly, correctly and effectively.

19.3.1.3 Demonstrates an ability to adapt methodologies for students with special needs and different learning styles.

19.3.1.4 For instructional faculty, demonstrates ability to teach students effectively.

19.3.1.5 Utilizes methods and materials appropriate to the subject matter.

19.3.1.6 Demonstrates evidence of appropriate preparation and organizational skills in area of assignment.

19.3.1.7 Demonstrates a continuing commitment to professional development

19.3.1.8 Meets contractual obligations.

19.3.1.9 Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation and disabilities.

**19.3.2 Collegial Criteria**

19.3.2.1 Works cooperatively within the college community with students, staff, faculty and the administration.

19.3.2.2 Fosters a professional working environment.

19.3.2.3 Demonstrates effective communication skills.

19.3.2.4 Demonstrates a respect for differences and the dignity of others.

**Faculty Association  
Collective Bargaining Agreement**

---

**19.3.3 Organizational Criteria**

19.3.3.1 Maintains current course syllabi as required by California Education Code and District Policy 6030.4.

19.3.3.2 Meets record keeping obligations on time, e.g., grades, rosters, textbook orders and requisitions.

19.3.3.3 Maintains office hours in accordance with Article 9.

19.3.3.4 Submits documentation and reports in a timely manner.

**19.4 EVALUATION PROCESS**

General Provisions: These general provisions apply to all evaluations conducted under this section.

19.4.1 The Evaluation Committee shall consist of the administrator/designee and a peer faculty member. At least one of the Committee members (peer evaluator) shall observe the performance of the adjunct faculty member.

19.4.2 Generally, peer evaluations shall be conducted by a full-time faculty member with expertise in the Faculty Service Areas (FSA). In special circumstances (such as too few available full-time faculty for peer observations) the supervising administrator, in consultation with the Academic Senate, has the discretion to utilize experienced adjunct faculty for the purpose of conducting a peer observation. The peer shall be selected by mutual agreement between the supervising administrator and the adjunct faculty member. In the event that the parties cannot reach mutual agreement, the supervising administrator has the right to assign a peer. However, the faculty member has the right to a one-time request that a different peer be assigned. The supervising administrator shall consider the concerns and suggestions of the adjunct faculty member in making an alternative assignment.

19.4.3 Observations shall be scheduled in advance with the consent of the faculty member. The faculty member shall be provided with a copy of the completed evaluation form by the administrator in charge.

19.4.4 A peer faculty member conducting an observation in accordance with this section may be designated to conduct observations during the six-hour period which covers the observer's normal contract load. Faculty assigned to conduct observations outside of their six-hour period shall be paid for two hours at the hourly laboratory rate for the observation and for completing the evaluation form.



**Faculty Association  
Collective Bargaining Agreement**

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19.4.5 Student evaluations shall be conducted in accordance with section 19.8 below. The adjunct faculty member shall be provided a written summary of these evaluations by the administrator in charge.

19.4.6 A post evaluation conference shall be held with the adjunct faculty member and the supervising administrator at the conclusion of the evaluation process.

19.4.7 Nothing in this section or this Agreement shall restrict the District's right to observe or evaluate adjunct faculty more frequently where specific performance issues have been identified.

19.4.8 Evaluations shall be conducted in accordance with these procedures and shall not be conducted in an arbitrary or capricious manner.

**19.5 EVALUATING ADJUNCT FACULTY ASSIGNED A 33%/40% OR MORE LOAD**

Faculty assigned a load of 33%/40% or more shall be evaluated in accordance with this Article using the following process:

19.5.1 Such faculty shall be evaluated in each of three consecutive semesters.

19.5.2 Each of these three evaluations shall include at least one observation by a peer. The supervising administrator may conduct and include an additional observation.

19.5.3 Student evaluations will be completed in one class in each of the three semesters

**19.6 EVALUATING FACULTY WITH SRP**

Once SRP is obtained the faculty member shall be evaluated every sixth semester. Such evaluations shall include:

19.6.1 At least one observation in the sixth semester by a peer.<sup>3</sup> The supervising administrator may conduct and include an additional observation.

19.6.2 Student evaluations will be conducted for each of the six preceding semesters.

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<sup>3</sup> During the initial phase-in period of Spring 2003 through Spring 2006, faculty in divisions where eleven or more adjunct faculty have been granted SRP, shall be divided into groups of ten for the purposes of scheduling their next evaluation. Groups will be determined randomly. In divisions with ten or fewer faculty with SRP, such faculty shall be evaluated in the sixth semester. In divisions with eleven to twenty faculty with SRP, such faculty shall be divided into two groups and one-half will be evaluated in semester five and one-half will be evaluated in semester six. In divisions with twenty-one or more faculty with SRP such faculty shall be divided into three groups and one-third will be evaluated in semester five, one-third in semester six and one-third in semester seven. Faculty who are evaluated in accordance with this alternative schedule shall be evaluated thereafter at least once every six semesters.



**Faculty Association  
Collective Bargaining Agreement**

---

19.6.3 Re-employment preference will be withdrawn if an appraisal of the adjunct faculty member's performance is "needs improvement" or if an investigation of student complaints or surveys substantiates performance problems.

**19.7 EVALUATING FACULTY ASSIGNED LESS THAN A 33%/ 40% LOAD**

Faculty assigned less than 33%/40% without SRP will be evaluated in the first semester of employment and thereafter every sixth semester of employment. Each evaluation shall include:

19.7.1 At least one observation by a peer. The supervising administrator may conduct and include an additional observation.

19.7.2 Student evaluations will be conducted each semester.

**19.8 STUDENT EVALUATIONS**

19.8.1 Student evaluations shall be administered in at least one class or service area each semester. For instructional faculty, the course being evaluated shall be different each semester until each course taught by the faculty member has been evaluated by students.

19.8.2 English as a Second Language (ESL) instructors, when being evaluated by students in their ESL courses, may choose to be evaluated using either the standard Student Evaluation scantron form or the English as a Second Language Student Evaluation scantron form. It is highly recommended that ESL instructors use the English as a Second Language Student evaluation scantron form when being evaluated in classes that are three levels or more below English 1A, such as the ESL 310/320/330/340 level courses.

19.8.3 For non-instructional faculty, approximately twenty (20) student evaluations shall be collected by the immediate administrator or designee.

19.8.4 Student evaluation forms shall be distributed near the middle of the course or semester by an administrator, peer faculty member or a designee, completed in the absence of the faculty member, and collected by the administrator, faculty peer or designee. The computer-scored part of the student evaluation shall be given to the division dean or appropriate manager, who after tabulating and reviewing the responses, shall return a copy of the results to the faculty member.

19.8.5 During semesters when an official evaluation is not being conducted, written student comments may not be summarized. However, students' written comments shall be provided to the faculty member after final semester grades are posted. As part of the official evaluation of a faculty member, a summary of

**Faculty Association  
Collective Bargaining Agreement**

---

results from student evaluation forms shall be attached to the Summary Evaluation Report.

19.8.6 Although the central focus of information in this evaluation process shall be faculty input from observations, the information from student evaluations may provide a worthy basis for discussion during the post-evaluation conference.

19.8.7 A “needs improvement” or “does not meet requirements of the assignment” rating of a faculty member shall not be based exclusively on student evaluations.

## **19.9 EVALUATION FORMS**

Following is a list of evaluations forms that have been approved for adjunct faculty evaluations. These forms are located in Appendix E of this agreement.

- Contents Page for Adjunct Evaluation
- Student Evaluation Form for Teaching Faculty
- Student Evaluation Form for Teaching Faculty (English as a Second Language)
- Student Evaluation Form for Counseling Faculty (includes DSPS)
- Student Evaluation Form for Librarian
- Student Evaluation Form for Health Services Faculty
- Student Evaluation Form for Online Courses
- Administrator’s Evaluation of Faculty
- Observation Form for Classroom Faculty
- Observation Form for Counseling Faculty
- Observation Form for Health Services Faculty
- Observation Form for Coordinator of Disabled Students Program and Services
- Observation Form for Library Faculty
- Summary Evaluation Report for Adjunct Faculty

## **19.10 SUMMARY EVALUATION REPORT AND RECOMMENDATIONS**

### **19.10.1 Summary Evaluation Report**

Only documented and verified material, which has been discussed with the faculty member by the supervising administrator, may be included in the evaluation summary. Complaints received pursuant to the article on Community Complaints, which are placed in the faculty member’s file, shall be included in the next evaluation to the extent that they negatively influence the performance of the faculty member in carrying out regular duties. The complaint will only be considered in subsequent evaluations if additional similar complaints are filed.

**Faculty Association  
Collective Bargaining Agreement**

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19.10.2 The Summary Evaluation Report Shall Make One of Four Recommendations

19.10.2.1 Distinguished performance exceeds the requirements of the assignment. The evaluation may include notations of exceptional performance.

19.10.2.2 Proficient performance meets the requirements of the assignment. The evaluation may include notations of proficient performance.

19.10.2.3 Needs improvement to meet the requirements of the assignment. The evaluation shall include notations of areas to be improved.

19.10.2.4 Does not meet the requirements of the assignment The evaluation shall include notations of unsatisfactory performance.

The supervising administrator or designee shall sign the completed Summary Evaluation Report. The original Summary Evaluation Report and any addenda shall constitute one inseparable file, and all components shall be considered in the review by the levels of administration. The Summary Evaluation Report shall be sent to the College President and Hourly Academic Services to be filed in the faculty member's personnel file. The faculty member shall receive a copy of the Summary Evaluation Report and all associated comments and recommendations.

**19.11 GRIEVABILITY**

While violations of these evaluation procedures may be subject to the grievance procedure, the substance of evaluations is not grievable.

Faculty Association  
Collective Bargaining Agreement

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**ARTICLE 20**

**EVALUATION OF NON-TENURED FACULTY**

**20.1 INTRODUCTION**

This article describes the evaluation process to be used for non-tenured faculty (both instructional and non-instructional). The purpose of the non-tenured period is to give faculty members an opportunity to demonstrate that they meet the performance criteria established in this article. During this period, a review of the non-tenured faculty member's performance is conducted and a recommendation to grant tenure is made to the Board of Trustees. The process is intended to be fair and objective.

The primary goals of the evaluation process are to communicate with the non-tenured faculty member about the member's performance, to document and measure performance and to set professional goals. The process should promote professionalism and enhance performance. The evaluation process shall consist of:

- A Tenure Review Committee (TRC) in which input by faculty shall play a central role
- A pre-evaluation conference
- A Growth and Development plan
- Observations of performance
- Student Evaluations
- Progress review conference(s)
- Improvement Plan, when applicable
- Summary Evaluation Report and recommendation prepared by the TRC
- Post evaluation conference
- Self-evaluation

The tenure review process shall be explained at a district orientation of new faculty at which representatives of the Faculty Association and the District Human Resources department shall be present.

**20.2 COMPOSITION OF THE TENURE REVIEW COMMITTEE (TRC) FOR NON-TENURED FACULTY**

**20.2.1 Composition of the Committee**

The Tenure Review Committee (TRC) shall be constituted as follows: the immediate administrator/designee of the non-tenured faculty member and two tenured faculty.

**Faculty Association  
Collective Bargaining Agreement**

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**20.2.2 Selection of Committee Members**

At the beginning of the non-tenured faculty member's first semester, one faculty member shall be selected from the appropriate subject area, discipline or program by the immediate administrator/designee. The non-tenured faculty member shall select the second faculty member, no later than the end of the eighth week of the first semester of the first year. Both tenured faculty members must be approved by the Academic Senate. If the non-tenured faculty member does not select a faculty member, the evaluation process shall proceed.

**20.2.3 Length of Service for Committee Members**

All members of the TRC shall serve until a recommendation for or against tenure is made. If a member of the TRC must resign from the committee, including leave of absence, resignation or retirement, the TRC member shall notify the TRC chair and the non-tenured faculty member in writing. Selection of replacements shall follow the same procedures specified in paragraph 20.2.2 of this section. An Administrator taking another administrative position within the District shall complete all evaluations for non-tenured faculty who are currently in the process of third and fourth year evaluations unless otherwise agreed to by both the Faculty Association and the District. For faculty in their first or second year, the original administrator shall serve only until a new non-interim Administrator is appointed unless otherwise agreed to by both the Faculty Association and the District.

**20.2.4 Training of Committee Members**

Members of the TRC who have not previously completed a training session shall complete a training session, which explains their responsibilities and the tenure review process and which shall be conducted by Human Resources or designee.

**20.3 FACULTY MENTORS**

During the first year of employment with the District, a tenured faculty member from the discipline (if possible) or from the division shall be appointed by the immediate administrator as a mentor to the new non-tenured faculty member.

The mentor shall be available for assistance, discussions and support related to successful performance of the new non-tenured faculty member's assignment. When selecting a mentor, the administrator shall consider qualified candidates' principles of fairness, diversity, and a desire to commit time and effort to the new non-tenured faculty member.

**Faculty Association  
Collective Bargaining Agreement**

---

Upon mutual agreement by the new non-tenured faculty member and the immediate supervisor, the mentor may be removed from his or her role. A new mentor may be assigned for the remainder of the year using the above process.

In instances where other faculty members are not available, the mentor also may serve as a peer member of the TRC.

**20.4 RIGHTS AND RESPONSIBILITIES OF NON-TENURED FACULTY MEMBERS**

**20.4.1 Rights**

20.4.1.1 Non-tenured faculty shall be fully informed in advance of the procedures of the evaluation process and the criteria upon which evaluations are conducted.

20.4.1.2 All evaluation results shall be in writing and a copy shall be provided to the non-tenured faculty.

20.4.1.3 Non-tenured faculty have the right to expect members of the TRC to adhere to guidelines stipulated in this article and to expect that they will strive to maintain objectivity and ensure that the evaluation process is in agreement with principles of academic freedom.

20.4.1.4 The evaluation process shall be confidential.

**20.4.2 Responsibilities**

20.4.2.1 The non-tenured faculty member will attend reasonably scheduled meetings to discuss his or her evaluation with the TRC during normal business hours. These meetings shall not conflict with the non-tenured faculty member's assigned schedule.

20.4.2.2 The non-tenured faculty member is required to provide any relevant information requested by the TRC.

20.4.2.3 The non-tenured faculty member will cooperate with the TRC in creating and implementing an Improvement Plan if the evaluation is deemed "needs improvement" or "does not meet requirements of assignment."

**Faculty Association  
Collective Bargaining Agreement**

---

20.4.2.4 All non-tenured faculty members are required to complete a self-evaluation related to the professional, collegial and organizational criteria contained in this article. The self-evaluation shall be included as part of the portfolio.

**20.5 RESPONSIBILITIES OF THE TENURE REVIEW COMMITTEE**

**20.5.1 Responsibilities of TRC Members**

- 20.5.1.1 In accordance with this article, members of a TRC shall serve until a recommendation for or against tenure is made.
- 20.5.1.2 Members of the TRC shall elect a chair.
- 20.5.1.3 Members shall read all materials and follow guidelines and make a reasonable effort to meet timelines.
- 20.5.1.4 Members shall provide feedback and communicate evaluation results.
- 20.5.1.5 Members shall be objective. Judgments shall not be based on hearsay or unsubstantiated information.
- 20.5.1.6 Members shall evaluate the non-tenured faculty member's professional characteristics and ability to perform instructional and/or non-instructional functions by using the approved evaluation criteria based on the evaluation forms, the Growth and Development plan and the job description.
- 20.5.1.7 Members shall recognize the non-tenured faculty member being evaluated may have a different, yet effective teaching style and philosophy of education.
- 20.5.1.8 Members shall respect the confidentiality of the process.
- 20.5.1.9 Members shall treat the non-tenured faculty member being evaluated with fairness, civility, and respect.
- 20.5.1.10 Members who believe they cannot objectively and fairly evaluate the non-tenured faculty member shall disqualify themselves and resign from the evaluation committee in writing.



**Faculty Association  
Collective Bargaining Agreement**

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**20.5.2 Responsibilities of the TRC Chair**

The TRC chair will be responsible to:

- 20.5.2.1 Convene the TRC at least three (3) times during each of the first three years and at least three (3) times during the first semester of the fourth year.
- 20.5.2.2 Coordinate student evaluations, faculty observations and administrator observations in conjunction with the non-tenured faculty.
- 20.5.2.3 Adhere as closely as possible to the specified timelines of the evaluation process.
- 20.5.2.4 Ensure that the committee determines whether other duties related to the non-tenured faculty member's assignment should be addressed and evaluated.
- 20.5.2.5 Ensure that committee members and the non-tenured faculty member have appropriate forms, including a copy of the job description used to hire the non-tenured faculty member.
- 20.5.2.6 Recommend to the TRC, the removal of any TRC member who is unable to meet any of the committee member's responsibilities as delineated in section 20.5.1 of this article.
- 20.5.2.7 Write the Contents Page and the Summary Evaluation Report.
- 20.5.2.8 Assemble an evaluation portfolio for the non-tenured faculty member.
- 20.5.2.9 Coordinate additional meetings if an improvement plan is recommended.

**20.6 CRITERIA FOR EVALUATION OF NON-TENURED FACULTY**

**20.6.1 Professional Criteria**

- 20.6.1.1 Demonstrates currency and depth of knowledge in assigned area of responsibility.
- 20.6.1.2 Demonstrates the ability to communicate subject matter clearly, correctly and effectively.
- 20.6.1.3 Demonstrates an ability to adapt methodologies for students with special needs and different learning styles.
- 20.6.1.4 Demonstrates the ability to teach students effectively (instructional faculty).



**Faculty Association  
Collective Bargaining Agreement**

---

- 20.6.1.5 Uses methods and materials appropriate to the subject matter.
- 20.6.1.6 Demonstrates evidence of appropriate preparation and organizational skills in area of assignment.
- 20.6.1.7 Demonstrates a continuing commitment to professional development including but not limited to activities such as; participation in professional conferences, workshops, seminars, membership in professional organizations, research projects, publishing academic work, participation in statewide committees or organizations, etc.
- 20.6.1.8 Participates in faculty responsibilities such as: course and curriculum development, committees, research and special projects as needed in the discipline/department or district.
- 20.6.1.9 Meets all professional responsibilities.
- 20.6.1.10 Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation and disabilities.

**20.6.2 Collegial Criteria**

- 20.6.2.1 Works cooperatively within the college community with students, staff, faculty and administrators.
- 20.6.2.2 Fosters a professional working environment.
- 20.6.2.3 Demonstrates effective communication skills.
- 20.6.2.4 Demonstrates sensitivity to diversity, a respect for differences and the dignity of others.

**20.6.3 Organizational Criteria**

- 20.6.3.1 Maintains and provides a current course syllabi as required by California Education Code and District Policy 6030.4.
- 20.6.3.2 Attends and participates in department, division and college meetings, within the work week but not in conflict with the member's primary assignment.
- 20.6.3.3 Meets record keeping obligations on time, e.g., grades, census reports, rosters, textbook orders, and requisitions.
- 20.6.3.4 Submits and maintains appropriate office hours.

**Faculty Association  
Collective Bargaining Agreement**

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**20.6.4 Approved Forms for the Tenure Review Evaluation Process**

Evaluation forms are subject to the collective bargaining process. The following forms have been approved in negotiations. These forms are located in Appendix F of this agreement.

- Contents Page for Non-Tenured Faculty Evaluation
- Student Evaluation Form for Teaching Faculty
- Student Evaluation Form for Teaching Faculty (English as a Second Language)
- Student Evaluation Form for Counseling Faculty (includes All Special Program Counselors)
- Student Evaluation Form for Librarian
- Student Evaluation Form for Health Services Faculty
- Student Evaluation Form for Online Courses
- Administrator's Evaluation of Faculty
- Observation Form for Classroom Faculty
- Observation Form for Counseling Faculty
- Observation Form for Health Services Faculty
- Observation Form for Coordinator of Disabled Students Program and Services
- Observation Form for Library Faculty
- Summary Evaluation Report for Non-Tenured Faculty

**20.7 TIMELINES OF THE TENURE REVIEW PROCESS**

The elected chair of the TRC shall schedule the pre-evaluation conference, progress review conference, and a post-evaluation conference at mutually agreeable times.

**20.7.1 Orientation**

An orientation conducted by Human Resources and the FA must be conducted no later than the third week of the non-tenured faculty member's first semester. The evaluation of a non-tenured faculty member shall proceed regardless of attendance at orientation.

**20.7.2 Years One, Two, and Three**

**20.7.2.1 Pre-Evaluation Conferences**

These conferences are to be convened by the end of the ninth week of the non-tenured faculty member's first semester, and by the end of the fifth week of the non-tenured faculty member's third and fifth semesters.

**Faculty Association  
Collective Bargaining Agreement**

---

**20.7.2.2 Progress Review Conferences**

These conference are to be convened by the end of the fourteenth week of the non-tenured faculty member's first, third and fifth semesters.

**20.7.2.3 Post Evaluation Conferences**

These conferences are to be convened prior to the end of the fourth week of the non-tenured faculty member's second, fourth and sixth semesters.

**20.7.3 Year Four**

Timing is critical in the fourth year, and all conferences shall be completed within the seventh semester.

**20.7.3.1 Pre-Evaluation Conference**

This conference is to be convened by the end of the third week of the non-tenured faculty member's seventh semester.

**20.7.3.2 Progress Review Conference**

This conference may be convened by the end of week nine of the non-tenured faculty member's seventh semester and is optional, at the discretion of the TRC.

**20.7.3.3 Post Evaluation Conference**

This conference is to be convened by end of the twelfth week of the non-tenured faculty member's seventh semester.

**20.8 ACTIVITIES OF THE TRC**

**20.8.1 Conferences**

Three types of conferences are convened as part of the tenure review process. The activities of each conference are described below.

**20.8.1.1 Pre-Evaluation Conferences**

1. Explain/review the evaluation process and forms.
2. Explain/review/update the Growth and Development Plan.
3. If applicable, review/discuss the previous Summary Evaluation Report.
4. Schedule dates for observations and the administration of student evaluations and distribute evaluation forms.

**20.8.1.2 Progress Review Conferences**

1. Review information from the observations.
2. Review and modify the Growth and Development Plan.

**Faculty Association  
Collective Bargaining Agreement**

---

3. Review optional self-evaluation, if submitted. If applicable, review/discuss the previous student evaluations.
4. Review performance related to all applicable professional obligations as per evaluation criteria.
5. Review/discuss the summary of student evaluations.
6. Develop/review/discuss the Improvement Plan when applicable. (See article 20.11.)

**20.8.1.3 Post Evaluation Conferences**

1. Review and finalize the Growth and Development Plan.
2. Present and review the Summary Evaluation Report, and the Summary of Student Evaluations.
3. Sign the Summary Evaluation Report.
4. Notify the non-tenured faculty member that he/she has two (2) calendar weeks in which to provide any written response to the Summary Evaluation Report.

**20.8.2 Growth and Development Plan**

Non-tenured faculty will design a Growth and Development Plan. This plan may include the following:

- 20.8.2.1 A description of how the faculty member plans to develop/demonstrate competency in performing instructional responsibilities.
- 20.8.2.2 A description of how the faculty member plans to develop/maintain professional relationships with students.
- 20.8.2.3 A description of how the faculty member plans to develop/participate in other professional responsibilities.
- 20.8.2.4 A list of activities and accomplishments related to the non-tenured faculty member's professional, instructional, non-instructional, organizational and collegial development. (See 20.6)
- 20.8.2.5 A plan for future activities/goals in the above areas. Examples of these activities may include: conferences, committee work, development of teaching strategies, professional accomplishments (awards, grants, publications, research projects, etc. - see 20.6.1).

It is expected that the post evaluation conference should include an updated Growth and Development Plan and be considered for future evaluation purposes.

**Faculty Association  
Collective Bargaining Agreement**

---

**20.8.3 Student Evaluations**

20.8.3.1 Although the central focus of the evaluation process shall be the TRC input, information from student evaluations may provide a worthy basis for discussion during the evaluation conferences. During the non-tenured faculty member's first, third, fifth and seventh semesters, student evaluations shall be completed for each of the non-tenured faculty member's course sections.

During alternate semesters (second, fourth and sixth), at least one course section must be evaluated by the students. Student evaluations shall be given between the Pre-evaluation and the Progress Review Conferences.

20.8.3.2 English as a Second Language (ESL) instructors, when being evaluated by students in their ESL courses, may choose to be evaluated using either the standard Student Evaluation scantron form or the English as a Second Language Student Evaluation scantron form. It is highly recommended that ESL instructors use the English as a Second Language Student evaluation scantron form when being evaluated in classes that are three levels or more below English 1A, such as the ESL 310/320/330/340 level courses.

20.8.3.3 For non-instructional faculty, approximately twenty (20) student evaluations shall be collected by the administrator or designee.

20.8.3.4 Student evaluation forms shall be distributed near the middle of the course or semester by an administrator, peer faculty member or a designee, completed in the absence of the faculty member, and collected by the administrator, faculty member or designee.

20.8.3.5 Both the computer scored and written portions of the Student Evaluation Forms shall be given to the appropriate administrator for tabulation and transcription. A copy of the results shall be given to the TRC chair for discussion with the non-tenured faculty member during the Progress Review Conference.

20.8.3.6 The tabulated results from the Student Evaluation Forms and the transcription of the written comments shall be included in the non-tenured faculty member's portfolio. The original written comments of the Student Evaluation Form shall be retained by the administrator and a copy shall be returned to the non-tenured faculty member after final grades are posted, if requested.

**20.8.4 TRC Observations**

Each member of the TRC will make at least one classroom or site observation in each year of the tenure process. The TRC shall coordinate their observations so

**Faculty Association  
Collective Bargaining Agreement**

---

that each member observes different courses or different sessions of the same course. Observations shall be scheduled in advance with the consent of the non-tenured faculty member. Prior to the observation, the non-tenured instructional faculty member shall provide a course syllabus, and may provide a lesson plan.

Observations shall be completed prior to the Progress Review Conference. Committee members who are observing teaching and service performance shall recognize and support a diversity of effective styles and methods of instruction and service delivery.

**20.8.5 Summary Evaluation Report**

The TRC Chair shall draft the Summary Evaluation Report based on classroom/site observations, administrator and student evaluations, job description and the non-tenured faculty member's Growth and Development Plan.

- 20.8.5.1 The report shall then be finalized and signed by the TRC and the non-tenured faculty member. In the event that a member of the TRC refuses to sign the report such refusal shall be noted and the report shall proceed forward.
- 20.8.5.2 Where appropriate, the TRC shall make specific recommendations to remedy any problems identified.  
The non-tenured faculty member's Growth and Development Plan shall then be revised to include these recommendations.
- 20.8.5.3 The Summary Evaluation Report shall make one of four recommendations:
  - 1. Distinguished performance - exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.
  - 2. Proficient performance - meets the requirements of the assignment. The evaluation may include notations of exceptional performance.
  - 3. Needs improvement - does not fully meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required as per section 20.11.
  - 4. Does not meet the requirements of assignment - The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made an Improvement Plan is required as per section 20.11.

**Faculty Association  
Collective Bargaining Agreement**

---

20.8.5.4 A “needs improvement” or “does not meet requirements of assignment” recommendation of a non-tenured faculty member shall not be based exclusively on student evaluations.

**20.8.6 Optional Written Response to the Summary Evaluation Report**

The non-tenured faculty member shall be provided the opportunity to include a written response. The time period for a written response shall be two (2) calendar weeks. The written response shall be considered part of the final portfolio.

**20.8.7 Self Evaluation**

The non-tenured faculty member shall provide a self-evaluation that addresses teaching experience, student success, curriculum development and other related topics.

**20.8.8 Portfolio Components and Assembly**

20.8.8.1 The portfolio shall include the following, all of which shall be considered in the review by the President/designee:

- Job Description
- Growth and Development Plan
- Faculty Observations
- Administrator’s Evaluation of Faculty
- Student Evaluation Summary
- Self Evaluation
- Sample of course syllabi (green sheets)
- Contents Page for Non-Tenured Faculty Evaluation
- Summary Evaluation Report
- Optional Written Response to the Summary Evaluation Report (See 20.8.6)
- Improvement Plan if applicable

20.8.8.2 A copy of the entire portfolio shall be provided to the non-tenured faculty member and the President or designee and the original shall be placed in the non-tenured faculty member’s official personnel file. Only documented and verified material that has been discussed during the conferences by the TRC may be included in the faculty member’s portfolio. Complaints received pursuant to the Community Complaints article, which are placed in the faculty member’s file, shall be included in the next evaluation to the extent that they negatively influence the performance of the faculty member in carrying out the faculty member’s regular duties. The complaint will only be considered in subsequent evaluations if additional similar complaints are filed.



**Faculty Association  
Collective Bargaining Agreement**

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**20.9 SUBMISSION OF RECOMMENDATION**

**20.9.1 Submission of Portfolio and Recommendation to College President/Designee**

- 20.9.1.1 The TRC shall make its recommendation for or against tenure to the President or designee no later than the end of the seventh semester of employment.
- 20.9.1.2 If the TRC and President/designee agree on recommendation for tenure, the President/designee must submit the recommendation to the Board of Trustees no later than February 15 of the eighth semester, or October 15 of the eighth semester, as applicable.
- 20.9.1.3 If the recommendation of the President/designee differs from that of the TRC, the President shall meet with the TRC to discuss the areas of disagreement prior to forwarding a recommendation and any written response from the non-tenured faculty member.
- 20.9.1.4 If after meeting with the TRC, the President or designee still does not concur with the recommendation of the TRC, the President or designee shall meet with the non-tenured faculty member to discuss the President or designee's recommendation. In this case, the non-tenured faculty member will be provided the opportunity to include a written response with the evaluation portfolio and recommendation.

**20.9.2 Submission of Portfolio and Recommendation to Chancellor/Designee**

- 20.9.2.1 The President shall forward the recommendations, portfolio and responses to the Chancellor whenever the recommendation of the President/designee is different from the TRC recommendation or whenever the recommendation is not to grant tenure.
- 20.9.2.2 The Chancellor must include the recommendations, portfolio and responses to the Board of Trustees no later than February 15 of the eighth semester or October 15 of the eighth semester, as applicable.

**20.10 BOARD OF TRUSTEES ACTION**

- 20.10.1 If a non-tenured faculty member is working under his or her first contract, the Board of Trustees, at its discretion and not subject to judicial review except as provided in Education Code sections 87610.1 and 87611, shall elect one of the following alternatives:



**Faculty Association  
Collective Bargaining Agreement**

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1. 1. Not enter into a contract for the following academic year; **or**
2. Enter into a contract for the following academic year; **or**
3. Employ the contract faculty member as a tenured faculty member for all subsequent academic years (grant tenure).

20.10.2 If a non-tenured faculty member is working under his or her second contract, the Board of Trustees, at its discretion and not subject to judicial review except as provided in Education Code sections 87610.1 and 87611, shall elect one of the following alternatives.

1. Not enter into a contract for the following academic year; **or**
2. Enter into a contract for the following two academic years; **or**
3. Employ the contract faculty member as a tenured faculty member for all subsequent academic years (grant tenure).

20.10.3 If a non-tenured faculty member is employed under his or her third consecutive contract (fourth year) entered into pursuant to Education Code section 87608.5, the Board of Trustees shall elect one of the following alternatives:

1. Employ the faculty member as a tenured faculty member for all subsequent academic years; **or**
2. Not employ the faculty member as a tenured faculty member.

20.10.4 Once tenure is granted by the Board of Trustees, the evaluation procedures contained in Article 21 shall apply.

**20.11 FINDING OF “NEEDS IMPROVEMENT” OR “DOES NOT MEET REQUIREMENTS OF ASSIGNMENT”**

**20.11.1 Notification to Faculty Association and Director of Human Resources**

As soon as the “Does not meet the requirements of the assignment” status is assigned the President /designee shall notify the Director of Human Resources that the non-tenured faculty member has been placed on a “Does not meet the requirements of the assignment” status. The Director of Human Resources shall notify the appropriate Faculty Association Grievance Officer. Upon request of the non-tenured faculty member or the District, the grievance officer or designee shall serve as an observer.

**20.11.2 Improvement Plan**

20.11.2.1 If at any time during the tenure review process the non tenured faculty member's performance is identified as “needs improvement” or “does not meet the requirements of the assignment,” the immediate administrator in consultation with

**Faculty Association  
Collective Bargaining Agreement**

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the TRC members shall develop a written Improvement Plan. This Improvement Plan does not extend the tenure period.

20.11.2.2 If an Improvement Plan is required, it shall be consistent with the criteria included in this article. The Improvement Plan shall include goals, objectives and a timeline for completion with recommendations for corrective actions.

20.11.2.3 The TRC shall determine a time frame for ongoing evaluations of the areas identified as not meeting the requirements of the assignment. These evaluations shall be held in a timely manner to determine if the non-tenured faculty member has achieved the stated goals and objectives of the Improvement Plan.

20.11.2.4 Based on the plan for corrective action, evaluation methods may include, but need not be limited to the following:

1. Course Planning

The non-tenured faculty member may be required to prepare and submit to the TRC a plan for each course which addresses course content skills to be developed, teaching methods and rationale, and student evaluation (testing/grading) procedures.

2. Observations

Within two semesters, each member of the TRC must observe at least one section. If the non-tenured faculty member's Faculty Service Area (FSA) is non-instructional, other appropriate observations shall be conducted.

3. Student Evaluations

Additional instructional and/or non-instructional student evaluations may be conducted. Such student evaluations may include students who were enrolled but dropped or withdrew.

20.11.3 Progress Conference for "Needs Improvement" or "Does Not Meet the Requirements of Assignment" Status

20.11.3.1 The TRC shall review the written Improvement Plan, the evaluation observations, and other relevant information to ensure compliance with the plan.

20.11.3.2 A Progress Conference of the TRC and the non-tenured faculty member shall be scheduled.

**Faculty Association  
Collective Bargaining Agreement**

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At the end of the conference, the immediate administrator in consultation with the TRC shall specify in writing the progress made to date by the non-tenured faculty member and the continued performance necessary to correct noted areas for improvement.

**20.11.4 Improvement Plan Outcomes**

Upon completion of the Improvement Plan, the non-tenured faculty member shall submit a report to the TRC outlining the steps taken to comply with the Improvement Plan. The immediate administrator in consultation with the TRC shall develop a report stating whether the non-tenured faculty member has met the goals and objectives of the Improvement Plan or not.

**20.11.5 Improvement Plan Recommendations**

At the conclusion of the Improvement Plan evaluation there are three possible outcomes.

**20.11.5.1 Meets the Conditions of the Improvement Plan**

If the non-tenured faculty member achieves the stated goals of the Improvement Plan, the TRC shall meet with the non-tenured faculty member to review the member's progress and to inform the faculty member that an Improvement Plan is no longer necessary. This decision shall be put in writing and attached to the Summary Evaluation Report.

**20.11.5.2 More Time Required to Meet the Conditions of the Improvement Plan.** This recommendation means the Improvement Plan shall continue and the faculty member shall be required to continue to work on the specific areas of concern identified in the Improvement Plan. A non-tenured faculty member can remain in this status for no more than four (4) semesters.

**20.11.5.3 Does Not Meet the Requirements of the Assignment**

1. If, at the end of one year, the non-tenured faculty member's performance demonstrates that insufficient progress has been made, the TRC shall report to the College President or designee their recommendation that the non-tenured faculty member not be offered continued employment.
2. The non-tenured faculty member shall be allowed to respond in writing to the recommendations of the TRC, and that written response shall be included in the recommendations as they are forwarded to the appropriate levels of administration.

Faculty Association  
Collective Bargaining Agreement

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**ARTICLE 21**

**EVALUATION OF GRANT-FUNDED NON-TENURED CATEGORICAL  
FACULTY**

(Please note that faculty within EOP&S and DSP/S [also classified as grant funded categorical] achieve tenure status and all rights consistent with the terms of this Agreement and shall be evaluated according to Articles 20 and 22)

**21.1 INTRODUCTION**

This Article describes the evaluation process to be used for grant-funded, non-tenured categorical faculty (both instructional and non-instructional). The process is intended to be proactive and to ensure that faculty members are fairly and objectively evaluated by the established criteria set forth in this article.

The evaluation of grant-funded non-tenured categorical faculty will utilize the process and forms contained in this Article, provided that such faculty shall be evaluated at least annually during the first four years of employment. This evaluation process in no way confers tenure rights on grant-funded categorical positions.

The primary goals of the evaluation process are to communicate with the faculty member about his or her performance, to document and measure performance and to set professional goals. The process should promote professionalism and enhance performance.

After the annual evaluation process in the first four years, grant-funded non-tenured categorical faculty members shall be evaluated according to the provisions of this article once every three (3) years.

**21.2 RIGHTS AND RESPONSIBILITIES OF GRANT-FUNDED NON-TENURED CATEGORICAL FACULTY MEMBERS**

**21.2.1 Rights**

- 21.2.1.1 Faculty shall be fully informed in advance of the procedures and the criteria upon which evaluations are conducted.
- 21.2.1.2 All evaluation results shall be in writing and a copy shall be provided to the faculty member.
- 21.2.1.3 The faculty member has the right to an objective evaluation based on the criteria and forms set forth in this article and on the principles of academic freedom.

**Faculty Association  
Collective Bargaining Agreement**

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21.2.1.4 The evaluation process shall be confidential.

**21.2.2 Responsibilities**

21.2.2.1 The faculty member will attend reasonably scheduled meetings to discuss his or her evaluation with the Evaluation Committee (EC) during normal business hours. These meetings shall not conflict with the faculty member's assigned schedule.

21.2.2.2 The faculty member will provide requested information that is relevant and necessary to the evaluation.

21.2.2.3 The faculty member will cooperate with the EC in creating and implementing an Improvement Plan if the evaluation is deemed "needs improvement" or "does not meet requirements of assignment."

**21.2.2.4 Self-evaluation**

All faculty members are required to complete a self-evaluation. The self-evaluation shall be included as part of the evaluation portfolio. The self-evaluation will address teaching experience, student success, curriculum development and other related topics.

**21.3 COMPOSITION OF EVALUATION COMMITTEE (EC) FOR GRANT-FUNDED NON-TENURED CATEGORICAL FACULTY**

21.3.1 The evaluation process shall consist of an Evaluation Committee (EC) in which input by faculty shall play a central role. The Evaluation Committee shall be constituted as follows: the immediate administrator or designee who has professional competency in the field or discipline of the faculty member, and one tenured faculty who has competency in the field and who is selected by the faculty member. The EC faculty member must be approved by the Academic Senate.

21.3.2 If the EC faculty member must resign from the committee, including leave of absence, resignation or retirement, the faculty member shall notify the administrator and the faculty member in writing. The faculty member shall select a new member for the committee. An administrator taking another administrative position within the District shall complete all evaluations currently in process, unless otherwise agreed to by both the FA and the District. If the immediate administrator or designee must resign from the committee, including leave of absence, resignation or retirement, a replacement shall be selected by the President.

**Faculty Association  
Collective Bargaining Agreement**

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**21.4 COMMITTEE MEMBERS' RESPONSIBILITIES**

- 21.4.1 The administrator or designee shall serve as chair.
- 21.4.2 Members shall read all materials and follow guidelines and make a reasonable effort to meet timelines.
- 21.4.3 Members shall be objective. Judgments shall not be based on hearsay or unsubstantiated information.
- 21.4.4 Members shall evaluate the faculty member's professional characteristics and ability to perform instructional and non-instructional functions by using the approved evaluation forms.
- 21.4.5 Members shall recognize that the faculty member being evaluated may have a different, yet effective teaching style and philosophy of education.
- 21.4.6 Members shall respect the confidentiality of the process.
- 21.4.7 Members shall treat the faculty member being evaluated with fairness, civility, and respect.
- 21.4.8 Members who believe they cannot objectively and fairly evaluate the faculty member shall in writing disqualify themselves and resign from the evaluation committee.

**21.5 CHAIR'S RESPONSIBILITIES**

The chair will be responsible to

- 21.5.1 Convene the EC every year in the first four (4) years and at least two (2) times every third year at mutually agreeable times.
- 21.5.2 Coordinate student evaluations and faculty and administrator observations.
- 21.5.3 Adhere as closely as possible to the specified timelines for the evaluation process.
- 21.5.4 Ensure that the committee determines whether other duties related to the faculty member's assignment should be addressed and evaluated.
- 21.5.5 Ensure that committee members and the faculty member have appropriate forms.

**Faculty Association  
Collective Bargaining Agreement**

---

- 21.5.6 Write the Contents Page and Summary Evaluation Report.
- 21.5.7 Communicate evaluation results to the faculty member.
- 21.5.8 Assemble an evaluation portfolio for the faculty member.
- 21.5.9 Coordinate additional meetings if an improvement plan is recommended.

**21.6 CRITERIA FOR EVALUATION OF GRANT-FUNDED NON-TENURED CATEGORICAL FACULTY**

**21.6.1 Professional Criteria**

- 21.6.1.1 Demonstrates currency and depth of knowledge in assigned area of responsibility.
- 21.6.1.2 Demonstrates the ability to communicate subject matter clearly, correctly and effectively.
- 21.6.1.3 Demonstrates an ability to adapt methodologies for students with special needs and different learning styles.
- 21.6.1.4 Demonstrate the ability to teach students effectively. (Instructional Faculty).
- 21.6.1.5 Uses methods and materials appropriate to the subject matter.
- 21.6.1.6 Demonstrates evidence of appropriate preparation and organizational skills in area of assignment.
- 21.6.1.7 Demonstrates a continuing commitment to professional development including but not limited to activities such as: participation in professional conferences, workshops, seminars, membership in professional organizations, research projects, publishing academic work, participation in statewide committees or organizations, etc.
- 21.6.1.8 Participates in faculty responsibilities such as: course and curriculum development, committees, research and special projects as needed in the discipline/department or district.
- 21.6.1.9 Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation and disabilities.



**Faculty Association  
Collective Bargaining Agreement**

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**21.6.2 Collegial Criteria**

- 21.6.2.1 Works cooperatively within the college community with students, staff, faculty and administrators.
- 21.6.2.2 Fosters a professional working environment.
- 21.6.2.3 Demonstrates effective communication skills.
- 21.6.2.4 Demonstrates sensitivity to diversity, a respect for differences and the dignity of others.

**21.6.3 Organizational Criteria**

- 21.6.3.1 Maintains and provides current course syllabi as required by California Education Code and District Policy 6030.4.
- 21.6.3.2 Attends and participates in department, division and college meetings, within the work week, but not in conflict with the member's primary assignment.
- 21.6.3.3 Meets record keeping obligations on time, e.g. grades, census reports, rosters, textbook orders and requisitions.
- 21.6.3.4 Submits and maintains appropriate office hours.

**21.7 COMPONENTS OF THE EVALUATION PROCESS**

**21.7.1 Forms**

The following forms have been approved in negotiations and are to be used in the evaluation process. These forms may be modified through the collective bargaining process. These forms are located in Appendix G of this agreement.

- Contents Page for Grant-Funded Non-Tenured Categorical Faculty Evaluation
- Student Evaluation Form for Teaching Faculty
- Student Evaluation Form for Teaching Faculty (English as a Second Language)
- Student Evaluation Form for Counseling Faculty (includes DSP/S)
- Student Evaluation Form for Librarian
- Student Evaluation Form for Health Services Faculty
- Student Evaluation Form for Online Courses
- Administrator's Evaluation of Faculty
- Observation Form for Classroom Faculty
- Observation Form for Counseling Faculty
- Observation Form for Health Services Faculty



**Faculty Association  
Collective Bargaining Agreement**

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- Observation Form for Coordinator of Disabled Students Program and Services
- Observation Form for Library Faculty
- Summary Evaluation Report for Grant-Funded Non-Tenured Categorical Faculty

**21.7.2 Conferences**

The immediate administrator or designee shall schedule a pre-evaluation conference, progress review conference if needed, and a post-evaluation conference at mutually agreed-upon times.

**21.7.2.1 Pre-evaluation conference**

1. Explain the evaluation process.
2. Review and modify the Growth and Development Plan.
3. Schedule observation and administration of student evaluations dates and distribute forms.

**21.7.2.2 Progress Review Conference(s) (Optional)**

1. Discuss the observation(s) of performance.
2. Review progress toward completion of the revised Growth and Development Plan.
3. Discuss optional Self-Evaluation.
4. Discuss the goals and objectives of the improvement plan, if applicable.
5. Review/discuss the summary of student evaluations.

**21.7.2.3 Post Evaluation Conference**

1. Review and finalize the Growth and Development Plan, which will be used to begin the next evaluation process.
2. Review and complete the Summary Evaluation Report.
3. Notify the faculty member that he/she has two (2) calendar weeks in which to provide any written response to the Summary Evaluation Report.

**21.7.3 Growth and Development Plan**

Faculty will design a Growth and Development Plan, which may include the following:

- 21.7.3.1 A description of how the faculty member plans to develop/demonstrate competency in performing instructional responsibilities.
- 21.7.3.2 A description of how the faculty member plans to develop/maintain professional relationships with students.

**Faculty Association  
Collective Bargaining Agreement**

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- 21.7.3.3 A description of how the faculty member plans to develop/participate in other professional responsibilities.
- 21.7.3.4 A list of activities and accomplishments related to the faculty member's professional, organizational, and collegial development.
- 21.7.3.5 A plan for future activities in the above areas. Examples of these activities may include: conferences, committee work, development of teaching strategies, professional accomplishments (awards, grants, publications, research projects, etc).

It is expected that the post evaluation conference should include an updated Growth and Development Plan and be considered for future evaluation purposes.

21.7.4 Self Evaluation

The non-tenured faculty member shall provide a self-evaluation that addresses teaching experience, student success, curriculum development and other related topics.

21.7.5 Observations

Each member of the EC will make one classroom or site observation during their evaluation period. The EC shall coordinate their observations so that each member observes different courses or different sessions of the same course. Observations shall be scheduled in advance with the consent of the faculty member. Observations shall be completed prior to the Progress Review Conference. Committee members who are observing teaching and service performance shall recognize and support a diversity of effective styles and methods of instruction and service delivery.

21.7.6 Student Evaluations

Although the central focus of the evaluation process shall be the EC input, information from student evaluations may provide a worthy basis for discussion during the evaluation conference.

21.7.6.1 Student evaluations shall be administered in at least one class or service area each semester. For instructional faculty, the course being evaluated shall be different each semester until each of the courses taught by the faculty member has been evaluated by students.

21.7.6.2 English as a Second Language (ESL) instructors, when being evaluated by students in their ESL courses, may choose to be evaluated using either the standard Student Evaluation scantron form or the English as a Second Language Student Evaluation scantron form. It is highly recommended that ESL instructors use the English as a Second Language Student evaluation scantron form when being evaluated in classes that are three levels or more below English 1A, such as the ESL 310/320/330/340 level courses.

**Faculty Association  
Collective Bargaining Agreement**

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21.7.6.3 For non-instructional faculty, approximately twenty (20) student evaluations shall be collected by the administrator or designee.

21.7.6.4 Student evaluation forms shall be distributed near the middle of the course or semester by an administrator, peer faculty member or a designee, completed in the absence of the faculty member, and collected by the administrator, faculty member or designee.

21.7.6.5 Both the computer scored and written portions of the Student Evaluation Forms shall be given to the appropriate administrator for tabulation and transcription. A copy of the results shall be given to the EC Chair for discussion with the faculty member during the Progress Review Conference.

21.7.6.6 The tabulated results from the Student Evaluation Forms and the transcription of the written comments shall be included in the faculty member's portfolio. The original written comments of the Student Evaluation Form shall be retained by the administrator and a copy shall be returned to the faculty member after final grades are posted, if requested

**21.7.7 Summary Evaluation Report**

A Summary Evaluation Report shall be written by the EC at the conclusion of the Post Evaluation Conference. The EC shall draft a report based on classroom/site observations, administration and student evaluations, and the faculty member's Growth and Development Plan. Where appropriate, the EC shall make specific recommendations to remedy any problems identified. The faculty member's Growth and Development Plan shall then be revised to include these recommendations.

21.7.7.1 The faculty member shall be provided the opportunity to include a written response. The written response shall be considered part of the final evaluation report.

21.7.7.2 The Summary Evaluation Report shall include one of four recommendations:

1. Distinguished performance – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.
2. Proficient performance – meets the requirements of the assignment. The evaluation may include notations of proficient performance.

**Faculty Association  
Collective Bargaining Agreement**

---

3. Needs improvement – to meet the requirements of assignment. The evaluation shall include specific areas to be improved. An Improvement Plan is required as per Section 21.8.
4. Does not meet the requirement of assignment – The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made, an Improvement Plan is required as per Section 21.8.

21.7.7.3 A “needs improvement” recommendation or “does not meet requirements of assignment” rating of a faculty member shall not be based exclusively on student evaluations.

21.7.7.4 Finding of “does not meet requirements of assignment.”

1. As soon as the “does not meet the requirements of the assignment” status is assigned, the President shall notify the Director of Human Resources that the faculty member has been placed on a “does not meet the requirements of the assignment” status.
2. The Director of Human Resources shall notify the appropriate Faculty Association Grievance Officer. Upon request of the faculty member or the District, the grievance officer or designee shall serve as an observer.

**21.7.8 Final Report**

The report shall then be finalized and signed by the EC and the faculty member.

**21.7.9 Portfolio**

The EC chair shall assemble a portfolio that contains the following:

- Growth and Development Plan
- Observations Forms
- Student Evaluation Summary
- Self-Evaluation
- Summary Evaluation Report for Grant-funded non-tenured categorical Faculty
- Contents Page for Grant-Funded Non-Tenured Categorical Faculty Evaluation
- Optional written response to the Summary Evaluation Report
- If applicable, Improvement Plan

A copy of the portfolio shall be provided to the faculty and the President or designee and shall be placed in the faculty member’s official personnel file. Only documented and verified material that has been discussed during the conferences by the EC may be included in the faculty member’s portfolio. Complaints received pursuant to the Community Complaints article, which are placed in the faculty member’s file, shall be included in the next evaluation to the extent that they negatively influence the performance of the faculty member in carrying out his or her regular duties. The complaint will only be considered in subsequent evaluations if additional similar complaints are filed.

Faculty Association  
Collective Bargaining Agreement

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## 21.8 WORK IMPROVEMENT PLANS

When areas have been designated by the EC as needing improvement, the faculty member and the EC shall develop a written plan for improving performance.

21.8.1 The improvement plan shall be consistent with the criteria included in this article. The EC shall determine a time frame for ongoing evaluations of the area identified as not meeting the requirements of the assignment. These evaluations shall be held in a timely manner to determine if the faculty member has achieved the stated objectives of the Improvement Plan.

21.8.2 Based on the plan for corrective action, evaluation methods may include, but need not be limited to the following:

21.8.2.1 Course Planning

The faculty member may be required to prepare and submit to the EC a plan for each course which addresses course content skills to be developed, teaching methods and rationale, and student evaluation (testing/grading) procedures.

21.8.2.2 Observations

Within two semesters, each member of the EC must observe one section. The EC shall determine the maximum number of observations. If the faculty member's Faculty Service Area (FSA) is non-instructional, other appropriate observations shall be conducted.

21.8.2.3 Student Evaluations

Student evaluations may be conducted in the appropriate classes determined by the EC. Although the central focus of information in the evaluation process shall be faculty and administrative input from observations, the information from student evaluations may provide a worthy basis for discussion during the post-evaluation conference. If the faculty member's FSA is non-instructional, other appropriate evaluations will be conducted.

21.8.3 Progress Conference for "needs improvement" or "does not meet the requirements of assignment" status. The EC shall review the written Improvement Plan and other relevant information to ensure compliance with the plan. A Progress Conference of the EC and the faculty member shall be scheduled. At the end of the conference, the EC shall specify in writing the progress made to date by the faculty member and the continued performance necessary to correct noted deficiencies.

Upon final completion of the Improvement Plan, the faculty member shall submit a report to the EC outlining the steps taken to comply with the Improvement Plan. The EC shall develop a report stating whether the faculty

**Faculty Association  
Collective Bargaining Agreement**

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member has met the objectives of the Improvement Plan or not. For plans that meet the requirements, the EC shall forward the reports through the same channels as Summary Evaluation Reports.

**21.8.4 Outcomes of the Improvement Plan**

At the conclusion of the Improvement Plan evaluation period there are three possible outcomes.

**21.8.4.1 Meets the conditions of the Improvement Plan**

Once this outcome is reached the evaluation portion of the process is completed.

**21.8.4.2 More time required to meet the conditions of the Improvement Plan**

This outcome means the evaluation period will continue on specific areas of concern identified by the EC.

**21.8.4.3 Does not meet the requirements of the assignment**

If, at the end of one year of "does not meet the requirements of the assignment" status, the faculty member's performance demonstrates that insufficient progress has been made, the EC shall report to the college President and appropriate disciplinary action shall be taken.

**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 22**

**EVALUATION OF TENURED FACULTY**

**22.1 INTRODUCTION**

This Article describes the evaluation process to be used for tenured faculty (both instructional and non-instructional). The process is intended to be proactive and to ensure that tenured faculty members are fairly and objectively evaluated by the established criteria set forth in this article.

The primary goals of the evaluation process are to communicate with the tenured faculty member about his or her performance, to document and measure performance and to set professional goals. The process should promote professionalism and enhance performance.

Tenured faculty members shall be evaluated according to the provisions of this article once every three (3) years.

**22.2 RIGHTS AND RESPONSIBILITIES OF TENURED FACULTY MEMBERS**

**22.2.1 Rights**

22.2.1.1 Faculty shall be fully informed in advance of the procedures and the criteria upon which evaluations are conducted.

22.2.1.2 All evaluation results shall be in writing and a copy shall be provided to the tenured faculty member.

22.2.1.3 The faculty member has the right to an objective evaluation based on the criteria and forms set forth in this article and on the principles of academic freedom.

22.2.1.4 The evaluation process shall be confidential.

**22.2.2 Responsibilities**

22.2.2.1 The faculty member will attend reasonably scheduled meetings to discuss his or her evaluation with the Evaluation Committee (EC) during normal business hours. These meetings shall not conflict with the faculty member's assigned schedule.

22.2.2.2 The faculty member will provide requested information that is relevant and necessary to the evaluation.



**Faculty Association  
Collective Bargaining Agreement**

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22.2.2.3 The faculty member will cooperate with the EC in creating and implementing an Improvement Plan if the evaluation is deemed "needs improvement" or "does not meet requirements of assignment."

22.2.2.4 Self-evaluation: All faculty members are required to complete a self-evaluation. The self-evaluation shall be included as part of the evaluation portfolio. The self-evaluation will address teaching experience, student success, curriculum development and other related topics.

**22.3 COMPOSITION OF EVALUATION COMMITTEE (EC) FOR TENURED FACULTY**

22.3.1 The evaluation process shall consist of an Evaluation Committee (EC) in which input by faculty shall play a central role. The Evaluation Committee shall be constituted as follows: the immediate administrator or designee who has professional competency in the field or discipline of the faculty member, and one tenured faculty who has competency in the field and who is selected by the faculty member. The EC faculty member must be approved by the Academic Senate.

22.3.2 If the EC faculty member must resign from the committee, including leave of absence, resignation or retirement, the faculty member shall notify the administrator and the tenured faculty member in writing. The faculty member shall select a new member for the committee. An administrator taking another administrative position within the District shall complete all evaluations currently in process, unless otherwise agreed to by both the FA and the District. If the immediate administrator or designee must resign from the committee, including leave of absence, resignation or retirement, a replacement shall be selected by the President.

**22.4 COMMITTEE MEMBERS' RESPONSIBILITIES**

22.4.1 The administrator or designee shall serve as chair.

22.4.2 Members shall read all materials and follow guidelines and make a reasonable effort to meet timelines.

22.4.3 Members shall be objective. Judgments shall not be based on hearsay or unsubstantiated information.

22.4.4 Members shall evaluate the faculty member's professional characteristics and ability to perform instructional and non-instructional functions by using the approved evaluation forms.



**Faculty Association  
Collective Bargaining Agreement**

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22.4.5 Members shall recognize that the faculty member being evaluated may have a different, yet effective teaching style and philosophy of education.

22.4.6 Members shall respect the confidentiality of the process.

22.4.7 Members shall treat the faculty member being evaluated with fairness, civility, and respect.

22.4.8 Members who believe they cannot objectively and fairly evaluate the faculty member shall in writing disqualify themselves and resign from the evaluation committee.

**22.5 CHAIR'S RESPONSIBILITIES**

The chair will be responsible to

22.5.1 Convene the EC at least two (2) times every third year at mutually agreeable times.

22.5.2 Coordinate student evaluations and faculty and administrator observations.

22.5.3 Adhere as closely as possible to the specified timelines for the evaluation process.

22.5.4 Ensure that the committee determines whether other duties related to the faculty member's assignment should be addressed and evaluated.

22.5.5 Ensure that committee members and the tenured faculty member have appropriate forms.

21.5.6 Write the Contents Page and Summary Evaluation Report.

22.5.7 Communicate evaluation results to the tenured faculty member.

21.5.8 Assemble an evaluation portfolio for the tenured faculty member.

22.5.9 Coordinate additional meetings if an improvement plan is recommended.

**22.6 CRITERIA FOR EVALUATION OF TENURED FACULTY**

22.6.1 Professional Criteria

22.6.1.1 Demonstrates currency and depth of knowledge in assigned area of responsibility.

**Faculty Association  
Collective Bargaining Agreement**

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- 22.6.1.2 Demonstrates the ability to communicate subject matter clearly, correctly and effectively.
- 22.6.1.3 Demonstrates an ability to adapt methodologies for students with special needs and different learning styles.
- 22.6.1.4 Demonstrate the ability to teach students effectively. (Instructional Faculty).
- 22.6.1.5 Uses methods and materials appropriate to the subject matter.
- 22.6.1.6 Demonstrates evidence of appropriate preparation and organizational skills in area of assignment.
- 22.6.1.7 Demonstrates a continuing commitment to professional development including but not limited to activities such as: participation in professional conferences, workshops, seminars, membership in professional organizations, research projects, publishing academic work, participation in statewide committees or organizations, etc.
- 22.6.1.8 Participates in faculty responsibilities such as: course and curriculum development, committees, research and special projects as needed in the discipline/department or district.
- 22.6.1.9 Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation and disabilities.

**22.6.2 Collegial Criteria**

- 22.6.2.1 Works cooperatively within the college community with students, staff, faculty and administrators.
- 22.6.2.2 Fosters a professional working environment.
- 22.6.2.3 Demonstrates effective communication skills.
- 22.6.2.4 Demonstrates sensitivity to diversity, a respect for differences and the dignity of others.

**22.6.3 Organizational Criteria**

- 22.6.3.1 Maintains and provides current course syllabi as required by California Education Code and District Policy 6030.4.

**Faculty Association  
Collective Bargaining Agreement**

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22.6.3.2 Attends and participates in department, division and college meetings, within the work week, but not in conflict with the member's primary assignment.

22.6.3.3 Meets record keeping obligations on time, e.g. grades, census reports, rosters, textbook orders and requisitions.

22.6.3.4 Submits and maintains appropriate office hours.

## **22.7 COMPONENTS OF THE EVALUATION PROCESS**

### **22.7.1 Forms**

The following forms have been approved in negotiations and are to be used in the evaluation process. These forms may be modified through the collective bargaining process. These forms are located in Appendix H of this agreement.

- Contents Page for Tenured Faculty Evaluation
- Student Evaluation Form for Teaching Faculty
- Student Evaluation Form for Teaching Faculty (English as a Second Language)
- Student Evaluation Form for Counseling Faculty (includes DSPS)
- Student Evaluation Form for Librarian
- Student Evaluation Form for Health Services Faculty
- Student Evaluation Form for Online Courses
- Administrator's Evaluation of Faculty
- Observation Form for Classroom Faculty
- Observation Form for Counseling Faculty
- Observation Form for Health Services Faculty
- Observation Form for Coordinator of Disabled Students Program and Services
- Observation Form for Library Faculty
- Summary Evaluation Report for Tenured Faculty

### **22.7.2 Conferences**

The immediate administrator or designee shall schedule a pre-evaluation conference, progress review conference if needed, and a post-evaluation conference at mutually agreed-upon times.

#### **22.7.2.1 Pre-evaluation conference**

1. Explain the evaluation process.
2. Review and modify the Growth and Development Plan.
3. Schedule observation and administration of student evaluations dates and distribute forms.

**Faculty Association  
Collective Bargaining Agreement**

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**22.7.2.2 Progress Review Conference(s) (Optional)**

1. Discuss the observation(s) of performance.
2. Review progress toward completion of the revised Growth and Development Plan.
3. Discuss optional Self-Evaluation.
4. Discuss the goals and objectives of the improvement plan, if applicable.
5. Review/discuss the summary of student evaluations.

**22.7.2.3 Post Evaluation Conference**

1. Review and finalize the Growth and Development Plan, which will be used to begin the next evaluation process.
2. Review and complete the Summary Evaluation Report.
3. Notify the faculty member that he/she has two (2) calendar weeks in which to provide any written response to the Summary Evaluation Report.

**22.7.3 Growth and Development Plan**

Tenured faculty will design a Growth and Development Plan, which may include the following:

- 22.7.3.1 A description of how the faculty member plans to develop/demonstrate competency in performing instructional responsibilities.
- 22.7.3.2 A description of how the faculty member plans to develop/ maintain relationships with students.
- 22.7.3.3 A description of how the faculty member plans to develop/participate in other professional responsibilities.
- 22.7.3.4 A list of activities and accomplishments related to the tenured faculty member's professional, organizational, and collegial development.
- 22.7.3.5 A plan for future activities in the above areas. Examples of these activities may include: conferences, committee work, development of teaching strategies, professional accomplishments (awards, grants, publications, research projects, etc)

It is expected that the post evaluation conference should include an updated Growth and Development Plan and be considered for future evaluation purposes.

**Faculty Association  
Collective Bargaining Agreement**

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**22.7.4 Observations**

Each member of the EC will make one classroom or site observation during their evaluation period.

The EC shall coordinate their observations so that each member observes different courses or different sessions of the same course. Observations shall be scheduled in advance with the consent of the tenured faculty member. Observations shall be completed prior to the Progress Review Conference. Committee members who are observing teaching and service performance shall recognize and support a diversity of effective styles and methods of instruction and service delivery.

**22.7.5 Student Evaluations**

Although the central focus of the evaluation process shall be the EC input, information from student evaluations may provide a worthy basis for discussion during the evaluation conference.

22.7.5.1 Student evaluations shall be administered in at least one class or service area each semester. For instructional faculty, the course being evaluated shall be different each semester until each of the courses taught by the faculty member has been evaluated by students.

22.7.5.2 English as a Second Language (ESL) instructors, when being evaluated by students in their ESL courses, may choose to be evaluated using either the standard Student Evaluation scantron form or the English as a Second Language Student Evaluation scantron form. It is highly recommended that ESL instructors use the English as a Second Language Student evaluation scantron form when being evaluated in classes that are three levels or more below English 1A, such as the ESL 310/320/330/340 level courses.

22.7.5.3 For non-instructional faculty, approximately twenty (20) student evaluations shall be collected by the administrator or designee.

22.7.5.4 Student evaluation forms shall be distributed near the middle of the course or semester by an administrator, peer faculty member or a designee, completed in the absence of the faculty member, and collected by the administrator, faculty member or designee.

22.7.5.5 Both the computer scored and written portions of the Student Evaluation Forms shall be given to the appropriate administrator for tabulation and transcription. A copy of the results shall be given to the EC Chair for discussion with the faculty member during the Progress Review Conference.

22.7.5.6 The tabulated results from the Student Evaluation Forms and the transcription of the written comments shall be included in the faculty

**Faculty Association  
Collective Bargaining Agreement**

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member's portfolio. The original written comments of the Student Evaluation Form shall be retained by the administrator and a copy shall be returned to the faculty member after final grades are posted, if requested

**22.7.6 Summary Evaluation Report**

A Summary Evaluation Report shall be written by the EC at the conclusion of the Post Evaluation Conference. The EC shall draft a report based on classroom/site observations, administration and student evaluations, and the faculty member's Growth and Development Plan. Where appropriate, the EC shall make specific recommendations to remedy any problems identified. The tenured faculty member's Growth and Development Plan shall then be revised to include these recommendations.

22.7.6.1 The tenured faculty member shall be provided the opportunity to include a written response. The written response shall be considered part of the final evaluation report.

22.7.6.2 The Summary Evaluation Report shall include one of four recommendations:

1. Distinguished performance – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.
2. Proficient performance – meets the requirements of the assignment. The evaluation may include notations of proficient performance.
3. Needs improvement – to meet the requirements of assignment. The evaluation shall include specific areas to be improved. An Improvement Plan is required as per Section 22.8.
4. Does not meet the requirement of assignment – The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made, an Improvement Plan is required as per Section 22.8.

22.7.6.3 A “needs improvement” recommendation or “does not meet requirements of assignment” rating of a faculty member shall not be based exclusively on student evaluations.

22.7.6.4 Finding of “Does not meet requirements of assignment.”

1. As soon as the “does not meet the requirements of the assignment” status is assigned, the President shall notify the Director of Human Resources that the faculty member has been placed on a “does not meet the requirements of the assignment” status.
2. The Director of Human Resources shall notify the appropriate Faculty Association Grievance Officer. Upon request of the faculty member or the District, the grievance officer or designee shall serve as an observer.

**Faculty Association  
Collective Bargaining Agreement**

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**22.7.7 Final Report**

The report shall then be finalized and signed by the EC and the faculty member.

**22.7.8 Portfolio**

The EC chair shall assemble a portfolio that contains the following:

- Growth and Development Plan
- Observations Forms
- Student Evaluation Summary
- Self-Evaluation
- Summary Evaluation Report for Tenured Faculty.
- Contents Page for Tenured Faculty Evaluation
- Optional written response to the Summary Evaluation Report
- If applicable, Improvement Plan

A copy of the portfolio shall be provided to the tenured faculty and the President or designee and shall be placed in the faculty member's official personnel file. Only documented and verified material that has been discussed during the conferences by the EC may be included in the faculty member's portfolio. Complaints received pursuant to the Community Complaints article, which are placed in the faculty member's file, shall be included in the next evaluation to the extent that they negatively influence the performance of the faculty member in carrying out his or her regular duties. The complaint will only be considered in subsequent evaluations if additional similar complaints are filed.

**22.8 WORK IMPROVEMENT PLANS**

When areas have been designated by the EC as needing improvement, the tenured faculty member and the EC shall develop a written plan for improving performance.

22.8.1 The improvement plan shall be consistent with the criteria included in this article. The EC shall determine a time frame for ongoing evaluations of the area identified as not meeting the requirements of the assignment. These evaluations shall be held in a timely manner to determine if the faculty member has achieved the stated objectives of the Improvement Plan.

22.8.2 Based on the plan for corrective action, evaluation methods may include, but need not be limited to the following:

**22.8.2.1 Course Planning**

The tenured faculty member may be required to prepare and submit to the EC a plan for each course which addresses course content skills to be developed, teaching methods and rationale, and student evaluation (testing/grading) procedures.



**Faculty Association  
Collective Bargaining Agreement**

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**22.8.2.2 Observations**

Within two semesters, each member of the EC must observe one section. The EC shall determine the maximum number of observations. If the faculty member's Faculty Service Area (FSA) is non-instructional, other appropriate observations shall be conducted.

**22.8.2.3 Student Evaluations**

Student evaluations may be conducted in the appropriate classes determined by the EC. Although the central focus of information in the evaluation process shall be faculty and administrative input from observations, the information from student evaluations may provide a worthy basis for discussion during the post-evaluation conference. If the tenured faculty member's FSA is non-instructional, other appropriate evaluations will be conducted.

- 22.8.3** Progress Conference for "needs improvement" or "Does not meet the requirements of assignment" status. The EC shall review the written Improvement Plan and other relevant information to ensure compliance with the plan. A Progress Conference of the EC and the faculty member shall be scheduled. At the end of the conference, the EC shall specify in writing the progress made to date by the faculty member and the continued performance necessary to correct noted deficiencies.

Upon final completion of the Improvement Plan, the faculty member shall submit a report to the EC outlining the steps taken to comply with the Improvement Plan. The EC shall develop a report stating whether the tenured faculty member has met the objectives of the Improvement Plan or not. For plans that meet the requirements, the EC shall forward the reports through the same channels as Summary Evaluation Reports.

**22.8.4 Outcomes of the Improvement Plan**

At the conclusion of the Improvement Plan evaluation period there are three possible outcomes.

**22.8.4.1 Meets the conditions of the Improvement Plan**

Once this outcome is reached the evaluation portion of the process is completed.

**22.8.4.2 More time required to meet the conditions of the Improvement Plan**

This outcome means the evaluation period will continue on specific areas of concern identified by the EC.



**Faculty Association  
Collective Bargaining Agreement**

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22.8.4.3 Does not meet the requirements of the assignment

If, at the end of one year of “does not meet the requirements of the assignment” status, the tenured faculty member’s performance demonstrates that insufficient progress has been made, the EC shall report to the college President and appropriate disciplinary action shall be taken.

Faculty Association  
Collective Bargaining Agreement

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ARTICLE 23

**COMMUNITY COMPLAINTS/DISCIPLINE/RARE AND COMPELLING  
CIRCUMSTANCES**

**23.1 COMMUNITY COMPLAINTS**

Any student, parent, or citizen complaint about a faculty member shall be presented to the faculty member by the administrator receiving the complaint as soon as possible but no later than ten (10) district instructional days. If the faculty member is not available, the complaint shall be presented upon the faculty member's return to duty.

23.1.1 The immediate administrator and the faculty member shall meet to review the complaint. At the request of the faculty member, a Faculty Association officer or member may accompany the faculty member to the meeting. The immediate administrator shall also meet with the complainant to clarify the issue. If deemed necessary by the administrator, a meeting shall be scheduled with both the faculty member and the complainant in an effort to resolve the complaint. The faculty member shall attend any such meetings called by the administrator.

23.1.2 If the matter is not resolved at the meeting to the satisfaction of the complainant, the complaint shall be put in writing to the faculty member, with a copy to the faculty member's immediate administrator.

23.1.3 If the faculty member believes the complaint is false and/or based on hearsay, an inquiry may be initiated to determine the validity of such complaint. If no written complaint is received, the matter shall be dropped.

23.1.4 Complaints, which are withdrawn, shown to be false, or not sustained, shall not be placed in the faculty member's personnel file and shall not be utilized in any evaluation or disciplinary action against the faculty member. Verified complaints may be included in the TRC evaluation documents.

**23.2 DISCIPLINE**

A faculty member shall not be disciplined, suspended, reprimanded, reduced in rank or compensation, or deprived of any professional advantage except as provided for in the education code.

**23.2.1 Informal Progressive Discipline**

In handling disciplinary matters it is intended that progressive steps be utilized unless the incident giving rise to the discipline is of such a nature that immediate or more severe action is appropriate.

All progressive discipline involves a meeting between the faculty member and the reporting administrator. Progressive steps may be as follows:

**Faculty Association  
Collective Bargaining Agreement**

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- Verbal reprimand(s) which should be appropriately documented but not initially placed in the personnel file.
- Written warning(s) which should be appropriately documented but are not initially placed in the personnel file. A written warning should include the reasons for the warning, a statement about correcting the deficiencies and possible consequences for failure to correct the problem. A copy of any written warning shall be provided to the faculty member.
- Written Reprimand(s) which should be appropriately documented and placed in the personnel file. A written reprimand should include the reasons for the reprimand, a statement about correcting the deficiencies and possible consequences for failure to correct the problem. A copy of any written reprimand shall be provided to the faculty member. A faculty member has the right within 10 days of receipt of the letter of reprimand to respond in writing to any written reprimand placed in the personnel file and to have that response attached to the letter of reprimand.

Section 23.2.1 and informal discipline are not subject to the grievance procedure. However a faculty member and the member's representative has the right to meet with the Vice Chancellor for Human Resources to discuss concerns regarding the faculty member's informal disciplinary situation.

### **23.3 RARE AND COMPELLING CIRCUMSTANCES**

In the event that deterioration of the faculty member's job performance is alleged to occur, the President of the college, or designee, may initiate an immediate evaluation of the faculty member's performance. The college President, or designee, and the President of the Faculty Association shall develop an evaluation plan. This evaluation shall focus on the well-being of the faculty member, students, the college, and others who may be directly affected. The evaluation shall affirm respect for human and professional dignity and allow the faculty member to communicate frequently, openly, and directly with his/her representatives. The evaluation shall also safeguard privacy rights and observe the strictest codes of confidentiality.

Faculty Association  
Collective Bargaining Agreement

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**ARTICLE 24**

**REDUCTION IN FORCE**

**24.1 NOTIFICATION OF REDUCTION IN FORCE TO FACULTY ASSOCIATION**

The District shall inform the Faculty Association on or before January 15 of a year in which a reduction in force (RIF) is anticipated of its intentions to implement RIF as defined in the Education Code and shall provide the Faculty Association with documentation of the reasons the District believes a RIF is necessary. If the Faculty Association is not informed and provided documentation by January 15, the District may implement a RIF as long as good cause exists and reasonable notice and documentation is provided the Faculty Association under the circumstances including the reasons for the past January 15 decision. Such notice and documentation shall be provided the Faculty Association within five (5) days of the decision to implement the RIF.

**24.1.1 Notification of Termination**

The Chancellor/designee shall furnish the Faculty Association with a list or a copy of the RIF termination notices issued no later than the same day they are delivered to the affected faculty. Confidentiality shall be maintained in accordance with Education Code, Section 87740.

**24.2 REASSIGNMENT OF FACULTY MEMBERS PRIOR TO LAYOFFS**

Reassignment of unit members prior to the implementation of a RIF shall occur, in harmony with this article and Article 16, and the Educational Code. The District shall provide the Faculty Association with a list of all resignations and retirements that have been submitted in writing to the Chancellor by March 15.

No tenured faculty member shall be laid off during a RIF while any probationary/contract faculty member, or any other faculty member with less seniority is retained to render service in a faculty service area in which the records of the District (maintained pursuant to Section 87743.3) reflect that the tenured faculty member possesses the minimum qualifications and is competent to serve under District competency criteria described in Section 24.6 of this article.

**24.3 VOLUNTARY TEMPORARY CONTRACT REDUCTIONS**

In order to avoid layoffs, the Board may offer temporary reductions in contracts to faculty who are willing to agree to such reductions for a period of one (1) year. If additional temporary reductions are required, the Board may offer similar reductions to other faculty who are willing to agree to such reductions and/or to individuals who may continue to voluntarily agree to temporary reduction for purposes of avoiding layoffs. The temporary reduction in contract process shall not mitigate against seniority considerations.

**Faculty Association  
Collective Bargaining Agreement**

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If a faculty member who has been given a layoff notice is assigned to fill the voluntary contract reduction of other faculty member(s) then:

24.3.1 The load of the RIF faculty member shall not normally exceed the maximum load of a faculty member who has volunteered a contract reduction to the RIF faculty member in order to prevent the RIF faculty member's layoff. The RIF faculty member's load may exceed load(s) of members who have contributed load if the contributing member(s) agree(s) in writing, and;

24.3.2 The RIF notice remains in effect except that the laid off person is being employed, on a temporary basis, to fill the voluntarily reduced load of the other faculty member(s), and;

24.3.3 The RIF faculty member remains subject to termination of employment in accordance with the original March 15 notice provided conditions of reduction in force continue.

**24.4 ORDER OF LAYOFFS**

Layoffs of faculty members as a result of a RIF shall occur as prescribed in the Education Code. In the event of RIF proceedings, the Board shall reassign affected faculty members to Faculty Service Area(s) for which they possess the minimum qualifications adopted by the State Board of Governors as prescribed in Title 5 and meet the District competency criteria as set forth in 24.6 below and in accordance with individual's seniority as a faculty member within this district as prescribed by Education Code and Title 5. Minimum qualifications/equivalencies shall be approved by a District-wide Senate Equivalency Committee and the Board of Trustees.

**24.5 FACULTY SERVICE AREAS**

Faculty Service Areas (FSA's) have been established District-wide. Each FSA is listed in Section 24.13.

**24.5.1 Initial Assignment to FSA's**

Based upon personnel records, the District shall publish a list of all faculty with the FSA's in which they are currently qualified to render service. The Faculty Association shall be provided with a list of assignments of faculty FSA's no later than the fourth (4th) Friday of the fall semester each year.

Faculty shall be assigned to all FSA's for which they qualify at the time of employment.

**Faculty Association  
Collective Bargaining Agreement**

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**24.5.2 Subsequent Assignment to FSA's**

After initial employment, any faculty member who becomes eligible for additional FSA's shall declare and provide proof of such eligibility on or before February 15, in writing, to the Human Resources office. It shall be the responsibility of each faculty member to declare eligibility in a complete and timely manner. It shall be the responsibility of the District to advise a faculty member in a timely manner when further clarification is needed. Faculty members shall be allowed a reasonable and mutually agreed upon time for additional or updated documentation to establish eligibility.

**24.6 COMPETENCY CRITERIA FOR RIF ASSIGNMENTS**

For purposes of RIF only, a faculty member shall be considered to meet District competency criteria to serve in an FSA if that member meets at least one of the criteria listed in 24.6.1 through 24.6.5.

For purposes of this article, an administrator reassigned to the faculty shall have his/her minimum qualifications and initial competency determined by the Board. Additional competency, if any, shall, for layoff purposes, be in accordance with this article.

24.6.1 Has had, within this District, satisfactory experience or has been evaluated as "Distinguished performance" or "Proficient performance" in the discipline or non-instructional assignment for the equivalent of at least a 40% load within two or more semesters within the seven (7) years prior to the date RIF proceedings begin.

**OR**

24.6.2 Has been employed full-time for the equivalent of at least one (1) academic year within the seven (7) years prior to the date RIF proceedings begin, rendering service which, if it had been rendered in the District, would have been in the applicable FSA.

**OR**

24.6.3 Has completed the requirement for minimum qualifications for the discipline within the seven (7) years prior to the date RIF proceedings begin.

**OR**

24.6.4 Has completed the requirements for minimum qualifications in a discipline more than seven (7) years prior to the date RIF proceedings begin and has successfully completed (with grade of "C" or better) six (6) semester units or nine (9) CEUs or a combination thereof of upper-division or graduate-level coursework directly

**Faculty Association  
Collective Bargaining Agreement**

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related to the discipline within the three (3) years prior to the date RIF proceedings begin.

**OR**

24.6.5 For disciplines not requiring a master's degree: has had two (2) years of full-time paid work experience directly related to the discipline within the seven (7) years prior to the date RIF proceedings begin.

**24.7 DETERMINATION OF DISPUTED COMPETENCY CRITERIA\**

In cases where the competency criteria, as applied to an individual, is in dispute during a year in which layoffs take place, a District competency review committee shall be established for purposes of review and recommendation. This committee shall be convened whenever an individual's competency criteria is disputed by the District and a request for review is made by Human Resources and/or by the faculty whose request for an FSA has been denied.

**24.7.1 Review Committee Composition**

The standing District Review Committee shall be composed of:  
Three (3) FA members appointed by the Executive Board of the FA; and  
Three (3) administrators, who shall be appointed by the Chancellor.

**24.7.2 Ad Hoc Discipline Representatives**

An ad hoc representative shall be appointed by each senate to act as a resource to the competency review committee. In so far as possible, these representatives shall be selected from tenured faculty from the discipline in which competency is disputed or, if not available, from a discipline related as closely as possible to it. Ad hoc representatives shall review competency criteria specific to the discipline where the dispute arises. They shall serve in an advisory capacity to the Review Committee and shall not have voting rights.

**24.7.3 Review Committee Procedure**

This Review Committee shall strive to reach consensus and shall forward its recommendation to the Chancellor. Where consensus cannot be reached, the committee shall include majority and dissenting opinions in its report to the Chancellor. The committee must complete its review and recommendation(s) no later than March 1 of a year in which RIF actions are being considered. In cases when the committee fails to make a recommendation prior to March 15, the competency criteria dispute shall be resolved at the RIF hearing as provided by the Education Code and request by the RIFed faculty member(s). The District shall ensure that the Review Committee is formed and operating well in advance of the March 1 deadline.



**Faculty Association  
Collective Bargaining Agreement**

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**24.8 GRIEVANCE AND/OR HEARING**

**24.8.1 Right to a Hearing**

A regular or contract faculty member who qualified for a right of a hearing as prescribed in the Education Code and who has been notified that employment may be reduced or terminated because of a RIF may request a hearing as prescribed by the Education Code.

**24.8.2 Grievance**

Any dispute, directly related to 24.1, 24.1.1, 24.3, 24.5.1, 24.9, 24.10 and 24.11 of this article, which is not within the jurisdiction of the administrative law judge conducting the RIF hearing may be grieved under provisions of Article 3 of this collective bargaining agreement. A challenge to the balance of this article may be submitted to the jurisdiction of the administrative law judge who conducts the RIF hearing. The filing or processing of a grievance shall not prevent a layoff hearing from going forward pursuant to Education Code section 87740.

**24.9 LIMITED PARTICIPATION IN FRINGE BENEFITS**

Any full-time faculty member who has been laid off because of reduction in force shall be provided three (3) months of paid benefits following layoff and subsequently may continue to receive medical, dental, and vision care benefits in accordance with COBRA by reimbursing the District in advance for the full premium or its equivalent for those benefits.

**24.10 ALLOCATION OF STAFF DEVELOPMENT FUNDS FOR RETRAINING**

24.10.1 In a fiscal year in which layoffs of faculty members may be anticipated, the District shall negotiate with the Faculty Association a specific percentage, not to exceed 25%, of staff development money to be set aside for purposes of retraining of RIFed faculty for assignment to a new service area. When a layoff occurs, the District and the Faculty Association shall meet to determine a process for allocation of these monies among applicants and the conditions under which they may be used.

24.10.2 Responsibility for reporting on the allocation of these monies shall rest with the colleges' Staff Development Committees. Any staff development monies which have been set aside, but are not used for retraining according to this provision during the period prior to the layoff or during the recall period following the layoff, shall be reapportioned by the Staff Development Committees for other staff development purposes. This provision does not preclude the allocation of money from other resources for this same purpose.



**Faculty Association  
Collective Bargaining Agreement**

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**24.11 RETENTION OF BENEFITS FOR PARTIAL RIF**

A faculty member who is RIF'ed for less than a full-time assignment shall retain full employee fringe benefits (pro rata for dependents) so long as the regular, paid assignment in the District is equal to 60% or more of a full-time load.

**24.12 REHIRE PROVISIONS**

The District shall follow Education Code requirements related to rehire provisions for those employees laid off by a RIF. The District shall provide, upon request, information known to the District regarding the possibility of position vacancies in areas that may be anticipated in the future.

**24.13 FACULTY SERVICE AREAS**

In the event that the District or the FA believes additional FSA's need to be added during the term of the contract, the District or the FA shall contact the other party by letter with such request. The parties will provide a written response within 15 working days of receipt of the request. Additional agreed upon FSA's shall be added by Side letter of Agreement pending inclusion in the next contract.

**24.13.1 Group #1 - Discipline Requiring the Masters Degree**

Each item listed represents a specific individual Faculty Service Area.

1. Accounting
2. African American Studies
3. Anthropology
4. Art Design
5. Art Drawing
6. Art History
7. Asian-American Studies
8. Biological Sciences
9. Broadcasting
10. Business
11. Business Law
12. Business Statistics
13. Ceramics
14. Chemistry
15. Communications Studies/Speech
16. Computer Science
17. Counseling
18. Dance
19. Disabled Student Program Adaptive Computer (CAI) Technology
20. Disabled Student Program Adaptive Physical Education
21. Disabled Student Program Counselor
22. Disabled Student Program Deaf & Hearing Impaired
19. Disabled Student Program Learning Disabilities Specialist
20. Disabled Student Program Physical/Development Disabilities

**Faculty Association  
Collective Bargaining Agreement**

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21. Disabled Student Program Speech/Language Disabilities
22. Drama
23. Early Childhood Education
24. Earth Sciences (Geology, Meteorology, Oceanography)
25. Economics
26. Engineering
27. English
28. English as a Second Language
29. Ethnic Studies
30. Family and Consumer Studies
31. Film Studies
32. Foreign Language
33. General Work Experience - All FSA's in Group #1
34. Geography
35. Guidance
36. Health Education
37. Health Services Director (School Nurse)
38. History
39. Intramural Sports
40. Jewelry
41. Journalism
42. Librarian/Library Science
43. Management/Supervision
44. Marketing
45. Mathematics
46. Mexican-American Studies
47. Music
48. Native-American Studies
49. Nursing
50. Painting
51. Philosophy
52. Photography
62. Physical Education
63. Physics/Astronomy
64. Political Science
65. Psychology (All Courses Except Psychology 70-77, 99-100)
66. Psychology 70-77 (Substance Abuse Paraprofessionals)
67. Psychology 99-100 (Abnormal & Human Sexuality)
68. Reading
69. Recreation
70. Religious Studies
71. Sculpture
72. Sociology
73. Speech Language Pathology Assistant
74. Television Production

**Faculty Association  
Collective Bargaining Agreement**

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**24.13.2 Group #2 - Disciplines Not Requiring the Masters Degree**

Each item listed represent a specific individual Faculty Service Area.

75. Administration of Justice
76. Architectural Drafting
77. Automated Manufacturing
78. Automotive Electronics
79. Automotive Engine Machining
80. Automotive – General
81. Automotive Parts
82. Automotive SMOG
83. Automotive Welding
84. Bookkeeping
85. Business Telecommunications
86. Cardio-Pulmonary Resuscitation
87. Civil Engineering Technology
88. Computer-Assisted Drafting
89. Computer Graphics
90. Computer Information Systems
91. Computer Information Technology
92. Computer Numerical Control Machining
93. Construction - General
94. Corrections
95. Cosmetology
96. Dental Assisting
97. Desk Top Publishing
98. Dispatcher Training
99. Educational/Instructional Technology
100. Electronics - Advanced Analog
101. Electronics - Advanced Digital
102. Electronics - Analog Core
103. Electronics - Applied Mathematics
104. Electronics - Digital Core
105. Electronics - Fabrication & Assembly
106. Electronics - Microwave
107. Electronics - Telecommunications
108. Emergency Medical Technician
109. Engineering Technology
110. Engineering Support
111. Facilities Maintenance Technology
112. First Aid
113. Glazing Apprenticeship
114. Heating Ventilation and Air Conditioning
115. Home Interior Design
116. Income Tax
117. Labor Law
118. Labor Studies-General

**Faculty Association  
Collective Bargaining Agreement**

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- 119. Laser Technology
- 120. Legal Assistant (Paralegal)
- 121. Machine Technology - General
- 122. Manufacturing - General Core
- 123. Meat Cutting Apprenticeship
- 124. Office Technologies
- 125. Police Academy
- 126. Real Estate
- 127. Reserve Officer Training
- 128. Sign Language
- 129. Statistical Process Control
- 130. Total Quality Management (Manufacturing)
- 131. Word Processing
- 132. Work Experience - Group #1 & Group #2 FSA's

**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 25**

**DAY CARE**

**25.1 ELEGIBILTIV**

Faculty members with children under five years of age shall be entitled to enroll their children in the Child Development Center on their campus. Such faculty must comply with the enrollment policies of the Child Development Center as established by the California State Department of Education.

Faculty Association  
Collective Bargaining Agreement

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**ARTICLE 26**

**NONDISCRIMINATION**

**26.1 NONDISCRIMINATION**

The Board shall not discriminate against any faculty member with regard to the application and administration of the terms of this Agreement on the basis of race, gender, color, religion, age, national origin, disability, marital status, Vietnam-era veteran status, sexual preference, organizational affiliation or political beliefs, exercise of any constitutionally-protected rights or union activity, nor shall the Board act in any arbitrary or capricious manner with regard to the application of the terms of this Agreement.

**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 27**

**SAVINGS PROVISION**

**27.1 PROVISIONS CONTRARY TO LAW**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, or as the result of new law adopted at the Federal or State level, such provisions will not be deemed valid and subsisting except to the extent permitted by law. All other provisions will continue in full force and effect.

**27.2 IMPROVEMENTS IN BENEFITS**

Improvements in benefits included in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or Federal law shall be incorporated into this Agreement provided such benefits are mandatorily applicable to the District.

**27.3 REDUCTION OR ELIMINATION OF BENEFITS**

Reduction or elimination of benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within thirty (30) days of such amendment or repeal to negotiate them provided the benefits that are eliminated or reduced are permissible by statute.

Faculty Association  
Collective Bargaining Agreement

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**ARTICLE 28**

**SUPPORT OF AGREEMENT**

- 28.1** The District and the Faculty Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the faculty will support this Agreement for its term and will not appear before Board of Trustees to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Faculty Association, or as permitted by Article 30. This shall in no way preclude the faculty from providing information to the Board of Trustees when the Board of Trustees is about to adopt a rule, regulation or policy on any matter affecting faculty members that is outside the scope of this contract.



**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 29**

**EFFECT OF AGREEMENT**

- 29.1** It is understood and agreed that the explicit provisions contained in this Agreement shall prevail over District practices and procedures and over State laws, to the extent permitted by State law.
- 29.2** New practices, organizational enactments, and procedures which impact working conditions, terms, hours, wages, and other matters subject to negotiation under the Government Code of California (EERA) shall be negotiated with the Faculty Association prior to implementation.

**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 30**

**CONCERTED ACTIVITIES**

- 30.1** It is agreed and understood that there will be no strike, work stoppage, slow down, picketing, or other interference with the operations of the District by the Faculty Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District agrees not to "lock out" faculty members during the term of this Agreement.
- 30.2** The Faculty Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort toward inducing all faculty member's to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by faculty members who are represented by the Faculty Association, the Faculty Association agrees in good faith to take steps to resolve the matter.

**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 31**

**COMPLETION OF MEET AND NEGOTIATE**

- 31.1** During the term of this Agreement, the Faculty Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter covered by this collective bargaining Agreement.
- 31.2** The adoption, modification or repeal of any written rule, regulation or policy of the Board that is not governed by the terms of this Agreement shall remain subject to negotiation to the extent the rule, regulation, or policy relates to wages, hours or other terms and conditions of employment as defined by Government Code Section 3543.2. If the Board contemplates any such change, the parties agree to reopen negotiations for the limited purpose of reaching an agreement regarding the proposed adoption, modification, or repeal.
- 31.3** The Board acknowledges that, with respect to the bargaining unit covered by this Agreement, the Board shall meet and negotiate on matters within the scope of representation only with the Faculty Association, as the Faculty Association remains the exclusive representative of the bargaining unit.
- 31.4** The District shall retain the right to propose deletions or modifications to academic policies. The Faculty Association shall retain the right to negotiate any proposed modification or deletion, which has an impact on wages, hours, and working conditions.
- 31.5** All articles in this contract shall be designated for re-openers to be re-negotiated whenever new legislation is passed that would impact them. Whenever new legislation is passed that would impact wages, hours, or working conditions and/or provides funding which impacts on wages, hours, or working conditions, either party may request negotiations upon written notification to the other party.
- 31.6** July 2007 Reopeners
- The following articles will be reopened:  
Article 5, 8, 9, 12.3.1.2, 17 and two (2) articles of each parties choice.
  - Restructuring and Increasing the Advanced End of the Salary Schedule  
The District and the Union agree that the parties are committed to addressing any market equity issues identified for the advanced steps (e.g. steps 8 and higher) of the salary schedule to make SJECCD salaries more competitive in the Bay 10+2.

**Faculty Association  
Collective Bargaining Agreement**

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- Article 12.3.1.2 – Laboratory Class Assignment

The parties acknowledge that the FA proposal regarding science and nursing lecture lab parity is an important priority in bargaining for a successor agreement. At this time the District does not have a position and/or direction to resolve this issue. In reaching an agreement to settle the first year of this three year successor agreement the parties agree as follows:

- a. Science and Nursing Lecture lab parity will be agreed upon re-opener for July 1, 2007 of the successor Agreement.
- b. The District agrees to develop a science and nursing lecture lab parity counterproposal which would be presented at the beginning of bargaining on the re-openers for July 1, 2007.

**31.7** July 2008 Reopeners:

Article 8, 9, 17, and two (2) articles of each parties choice.

**Faculty Association  
Collective Bargaining Agreement**

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**ARTICLE 32**

**TERM**

This Agreement shall remain in full force and effect up to and including June 30, 2009, and thereafter, shall continue in effect year by year unless one of the parties notifies the other in writing by February 15, 2009.

IN WITNESS WHEREOF the parties execute this Agreement on the day of January 9, 2007

SAN JOSE/EVERGREEN  
COMMUNITY COLLEGE DISTRICT

FACULTY ASSOCIATION, AFT 6157

Richard Tanaka  
President, Board of Trustees

David Yancey  
President, Faculty Association AFT 6157

Rosa Perez  
Chancellor

Barbara Hanfling  
Executive Director, Faculty Association AFT 6157

**APPENDIX A**

**COMPOSITION OF NEGOTIATING TEAM**

**District Team**

**Donna Williamson**

**Kuni Hay**

**Lois Lund**

**Anita Morris**

**Tim O'Hare**

**Faculty Association Team**

**Barbara Hanfling**

**Deborah De La Rosa**

**Frank Espinosa**

**Mark Newton**

**Jory Segal**

# 2007-2008 SJ/ECCD ACADEMIC CALENDAR

## AUGUST 2007

SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
			PD Day 1	PD Day 2		

## SEPTEMBER 2007

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## OCTOBER 2007

SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## NOVEMBER 2007

SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## DECEMBER 2007

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## JANUARY 2008

SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## FEBRUARY 2008

SUN	MON	TUES	WED	THUR	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

## MARCH 2008

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## APRIL 2008

SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## MAY 2008

SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## JUNE 2008

SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## JULY 2008

SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

LH = Legal Holiday  
DH = District Holiday

**SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2006-07 ACADEMIC SALARY SCHEDULE**

Effective: 08/01/2006

5.92% Increase

Board Approved: 01/09/2007

Over 2005-06

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate	
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications AA + 6 Years	AA + 40 * or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate	
<b>STEP</b>					
1	56,296	58,435	60,773	63,115	64,983
2	58,266	60,480	62,901	65,524	67,394
3	60,304	62,598	65,101	67,934	69,802
4 **	62,476	64,851	67,444	70,340	72,210
5	64,663	67,119	69,803	72,754	74,622
6	66,991	69,536	72,318	75,153	77,023
7	69,088	71,713	74,581	77,571	79,437
8	69,091	71,714	74,583	79,981	81,849
9	70,472	73,149	76,970	81,581	83,661
10	71,882	74,612	78,509	83,388	85,512
11	73,319	76,104	80,079	85,233	87,405
12	73,319	76,104	80,079	85,233	87,405
13	73,319	76,104	80,079	85,233	87,405
14 ***			81,681	87,119	89,339
17 ***			83,315	89,048	91,318
19 ***				91,019	93,339

# Disciplines requiring Master's Degree - placement: Graduate level semester units in assigned field.

\* Disciplines not requiring Master's Degree - placement: Semester units in assigned field.

\*\* Maximum beginning Step placement for years of experience.

\*\*\* Steps 14, 17, and 19 require Professional Recognition plan approved by Professional Recognition Committee. (See Article 9 of Collective Bargaining Agreement)

New hires with less than 6 years qualifying experience will be placed at Step 1.



**SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2006-07 ACADEMIC SALARY SCHEDULE**  
**11- MONTH FACULTY**

Effective: 08/01/2006

5.92% Increase

Board Approved: 01/09/2007

Over 2005-06

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications Master's Degree		BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications AA + 6 Years		AA + 40 * or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	61,926	64,279	66,850	69,427	71,481
2	64,093	66,528	69,191	72,076	74,133
3	66,334	68,858	71,611	74,727	76,782
4 **	68,724	71,336	74,188	77,374	79,431
5	71,129	73,831	76,783	80,029	82,084
6	73,690	76,490	79,550	82,668	84,725
7	75,997	78,884	82,039	85,328	87,381
8	76,000	78,885	82,041	87,979	90,034
9	77,519	80,464	84,667	89,739	92,027
10	79,070	82,073	86,360	91,727	94,063
11	80,651	83,714	88,087	93,756	96,146
12	80,651	83,714	88,087	93,756	96,146
13	80,651	83,714	88,087	93,756	96,146
14 ***			89,849	95,831	98,273
17 ***			91,647	97,953	100,450
19 ***				100,121	102,673

# Disciplines requiring Master's Degree - placement: Graduate level semester units in assigned field.

\* Disciplines not requiring Master's Degree - placement: Semester units in assigned field.

\*\* Maximum beginning Step placement for years of experience.

\*\*\* Steps 14, 17, and 19 require Professional Recognition plan approved by Professional Recognition Committee. (See Article 9 of Collective Bargaining Agreement)

New hires with less than 6 years qualifying experience will be placed at Step 1.

**SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2006-07 Salary Schedule**  
**Adjunct Instructors**

(Appendix D to Collective Bargaining Agreement with the FA, AFT 6157)

Effective: 08/01/2006

5.92% Increase

Board Approved: 01/09/2007

Over 2005-06

		<u>Theory</u> Lecture	<u>Activity</u> Shop, Studio, Related Instruction, Theory-Laboratory, Laboratory
STEP		A	B
1		\$69.06	\$61.95
2		\$70.70	\$63.55
*3		\$72.32	\$65.23
**4		\$73.89	\$66.87
5		\$75.65	\$68.46
6		\$77.22	\$70.10
7		\$79.12	\$71.87
8		\$81.10	\$73.68
102A	Work Experience Program		\$182.12 per student

This schedule shall apply to those assignments deemed instructional per section 12.1.1.1 of the FA Collective Bargaining Agreement: An instructional assignment is an activity that results in awarding of academic credit by the college.

\*Maximum Initial Placement for teaching experience only

\*\*Maximum Initial Placement for related work experience or a combination of teaching and related work experience

For details regarding initial salary placement, see Article 9.3 of the FA Collective Bargaining Agreement

OTHER ADJUNCT EMPLOYMENT		Pay Rate
101B	All Non-Instructional Faculty Assignments	Step 4(B) of above schedule

Effective July 1, 2005 the 101B rate shall apply to all non-instructional faculty assignments per section 12.1.1.2 of the FA Collective Bargaining Agreement: An non-instructional assignment is any professional faculty service or activity authorized by the district or the state that does not satisfy the conditions of an instructional assignment as defined above.

**San Jose/Evergreen Community College District**  
**CONTENTS PAGE FOR ADJUNCT FACULTY EVALUATION**

Faculty Member's Name: \_\_\_\_\_ College: \_\_\_\_\_

Date Of Hire: \_\_\_\_\_ Evaluation is for the period of: \_\_\_\_\_

**SRP Status:** \_\_\_\_\_ Granted SRP at **EVC** or **SJCC** (circle one) on this date: \_\_\_\_\_  
\_\_\_\_\_ Seeking SRP at **EVC** or **SJCC** (circle one); currently in 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> semester  
\_\_\_\_\_ No SRP

**Adjunct Evaluation Committee Names**

Immediate Administrator/Designee: \_\_\_\_\_

Peer Evaluator: \_\_\_\_\_

Mentor (if applicable): \_\_\_\_\_

**Documents to include in this evaluation packet:**

1. Evaluation by Administrator
2. Observation of Performance
3. Summary of Student Evaluation Scantron Form (every semester)  
Provide a numerical summary of the objective items on the Student Evaluation Scantron Form as well as a typed copy of student comments.
4. Summary Report

TA'd 9/25/02



**San Jose/Evergreen Community College District  
ADMINISTRATOR'S EVALUATION OF FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**Professional Qualities**

**A. Organizational**

	RATING	COMMENTS
1. Demonstrates cooperation and sensitivity in working with colleagues and staff.		
2. Accepts constructive criticism.		
3. Submits required departmental reports/information, including census, and/or positive attendance and grade sheets on time.		
4. * Attends required meetings.		
5. Maintains adequate and appropriate records.		
6. ** Maintains office hours (Adjunct faculty per Article 9.11).		
7. Contributes positively to the overall effectiveness of the discipline or department.		
8. ** Provides students with a written course syllabus that explains the evaluation process, expectations, requirements, assignments, course content, important dates, and instructor contact information, etc.		

**B. Professional Contributions**

1. \* Participates in faculty responsibilities such as: course/curriculum development, program review, projects, committees, research and special projects as needed in the discipline, department, college and/or district.

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**NOTE: \*Not required for Adjunct Faculty**

**\*\* For Instructional Faculty**

TA'd 9/25/02

APPENDIX E

172

SvD\_Compl\_Ex\_6\_0226

**San Jose/Evergreen Community College District  
OBSERVATION FORM FOR CLASSROOM FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Course:** \_\_\_\_\_

**Date of Observation:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

Classroom Faculty

	RATING	COMMENTS
1. Demonstrates current knowledge of the subject material.		
2. Adheres to the course outline or content.		
3. Employs effective teaching methodologies and materials.		
4. Teaches at an appropriate level for the course.		
5. Communicates ideas clearly, concisely, and effectively.		
6. Maintains student-faculty relationship conducive to learning.		
7. Demonstrates sensitivity to different student learning styles.		
8. Stimulates student interest in the material presented.		
9. Uses class time efficiently.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

TA'd 9/25/02

APPENDIX E

173

**SvD\_Compl\_Ex\_6\_0227**

**San Jose/Evergreen Community College District  
OBSERVATION FORM FOR COUNSELING FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**Counselors**

	<b>RATING</b>	<b>COMMENTS</b>
1. Is receptive to students and creates an effective counseling environment.		
2. Listens well and provides opportunities for students to express their concerns.		
3. Helps students define and seek solutions to problems.		
4. Researches questions brought by students, or directs students to appropriate sources of information.		
5. Demonstrates knowledge of course offerings, programs, resources for students, general and approved major requirements for graduation and certificates.		
6. Demonstrates knowledge of career inventory and personality assessment tools.		
7. Demonstrates knowledge of programs, policies and requirements of institutions to which students will transfer.		
8. Demonstrates knowledge of District policies and procedures affecting students.		
9. Demonstrates effective communication with classroom faculty, staff and administrator regarding courses, programs and students.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

TA'd 9/25/02

**San Jose/Evergreen Community College District  
OBSERVATION FORM FOR LIBRARY FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**Librarians**

	RATING	COMMENTS
1. Promotes access to and use of library.		
2. Communicates information clearly, concisely, and effectively.		
3. Assists students in locating appropriate materials.		
4. Demonstrates sensitivity to differing students learning styles.		
5. Stimulates student interest in the material presented.		
6. Assists in building, organizing, or maintaining library collection.		
7. Creates an environment responsive to the curricular and learning needs of the college.		
8. Keeps current on changes in the field of library information science and technology.		
9. Maintains student-faculty relationship conducive to learning.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

TA'd 9/25/02



**San Jose/Evergreen Community College District**  
**OBSERVATION FORM FOR HEALTH SERVICES FACULTY**

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**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**Health Services Faculty**

	<b>RATING</b>	<b>COMMENTS</b>
1. Serves as the health resource professional on campus.		
2. Develops and implements health services programs that benefit the college community.		
3. Develops and provides student resources that contribute to health and educational success.		
4. Demonstrates knowledge of legislation and public health regulations that impact health services.		
5. Provides leadership and runs assigned programs effectively.		
6. Serves students' health needs within the parameters of the College Health Services.		
7. Communicates information clearly, concisely, and effectively.		
8. Coordinates health services with campus and district programs.		
9. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

TA'd 9/25/02

**San Jose/Evergreen Community College District**  
**OBSERVATION FORM FOR COORDINATOR OF Disabled Students Program (DSPS)**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**DSPS Coordinator**

	<b>RATING</b>	<b>COMMENTS</b>
1. Is receptive to students, creates effective DSPS service environment.		
2. Provides leadership and coordinates program effectively.		
3. Helps students define and seek solutions to problems.		
4. Is effective in administering DSPS program development, budgets, services, external reporting and accountability.		
5. Researches questions brought by students, faculty, and staff or directs students to appropriate sources of information.		
6. Demonstrates knowledge of course offerings, programs, resources for students, general and approved major requirements for graduation and certificates.		
7. Is an advocate for accessibility on campus and in the community.		
8. Demonstrates knowledge of programs, policies and requirements of area colleges and universities.		
9. Demonstrates knowledge of District policies and procedures affecting students.		
10. Demonstrates effective communication with classroom faculty, staff and administrators regarding issues pertaining to students with disabilities.		
11. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

TA'd 9/25/02

APPENDIX E

177

**SvD\_Compl\_Ex\_6\_0231**

**San Jose/Evergreen Community College District  
Student Evaluation Form for Teaching Faculty**

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About the Course:

1. Course met its stated objectives.
2. Textbook and other reading material were useful in helping me succeed in this course.
3. Course objectives and grading policies were distributed and clearly explained.
4. For lab courses, lab policies and procedures were explained clearly.
5. For lab courses, equipment and materials were useful in helping me succeed in this course.
6. Course content was presented in a well-organized manner.
7. Tests were clearly written.
8. Tests were related to subject matter.
9. Grading was fair and followed the course outline/syllabus.

About the Instructor:

10. Kept to the subject matter.
11. Made the class interesting for students.
12. Knew the subject matter for this course.
13. Was well prepared for class sessions.
14. Kept class for full session.
15. Encouraged students to ask questions and participate in class discussions.
16. Encouraged individual thinking and differences of opinion.
17. Used class time effectively.
18. Maintained classroom atmosphere which encourages learning.
19. Communicated information and directions clearly.
20. For full time faculty, was accessible for individual conferences during office hours.
21. Conducted class in a way that stimulated critical thinking.
22. Began class on time.
23. Generally, returned papers, tests, and other work within two weeks of collecting them.
24. Responded to questions about my overall progress.
25. Acknowledged student comments and questions and responded appropriately.
26. Conducted class fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.
27. I would recommend this instructor to someone who is going to take this course.

Comments:

28. Section Number and Instructor's Name
29. What did you like about this course?
30. Was the amount and type of assigned course work reasonable? Explain.
31. What specific changes could improve this course?
32. Please make any additional comments or suggestions about this course and/or this instructor.

**San Jose/Evergreen Community College District**  
**English As A Second Language Student Evaluation Form For Teaching Faculty**

Name of Teacher \_\_\_\_\_ Date \_\_\_\_\_

Name of Class \_\_\_\_\_

Fall \_\_\_\_\_ Spring \_\_\_\_\_ 20\_\_\_\_

Please Do Not write your name on this paper.

Please check **Yes**, **Sometimes**, or **No** on this paper.

	YES	SOMETIMES	NO
1. This teacher explains the purpose of this class.	_____	_____	_____
2. This teacher explains each lesson clearly.	_____	_____	_____
3. This teacher makes the class interesting for students.	_____	_____	_____
4. This teacher knows the subject well.	_____	_____	_____
5. This teacher respects students.	_____	_____	_____
6. This teacher listens to the opinions of students.	_____	_____	_____
7. This teacher helps me learn.	_____	_____	_____
8. I can understand this teacher.	_____	_____	_____
9. This teacher tells me how I am doing in the class.	_____	_____	_____

**IF YOU WANT TO, PLEASE COMMENT:**

What do you find helpful about this class?

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What will make this class better?

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TA'd 10-11-02

**San Jose/Evergreen Community College District**  
Student Evaluation Form For Counselors  
(Includes All Special Program Counselors)

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**About the Counselor:**

1. Answered my questions.
2. Made efforts to help me.
3. Showed respect for my point of view.
4. Displayed sensitivity to my concerns.
5. Communicated effectively
6. Assisted me in considering career and academic options and examining alternatives.
7. Clarified my career and educational plans.
8. Understood requirements for graduation, transfer, and/or certificate programs.
9. Referred me to other resources and services on campus.
10. Referred me to other resources and services off-campus.
11. Treated me fairly with respect to age, gender, disability, nationality, race, religion and sexual orientation.
12. I would recommend this counselor to other students.

For students who are participating in the Disabled Student Program and Services:

13. Understood the range and degree of my disabilities.
14. Assisted me with the accommodation I needed.

Name of Counselor: \_\_\_\_\_

Date/Time of Appointment: \_\_\_\_\_

**Comments:**

15. What did this counselor do particularly well?
16. What specific improvements could this counselor make?
17. Please make any additional comments or suggestions about this counseling session.

**San Jose/Evergreen Community College District  
Student Evaluation Form For Librarian**

---

**About the Librarian:**

1. Taught the students how to find the appropriate materials and resources.
2. Demonstrated knowledge of resources available in the library.
3. Explained the library resources that were available to the students.
4. Made efforts to help students.
5. Referred students to other resources off campus.
6. Communicated information and directions clearly.
7. Acknowledged students' comments and questions and responded appropriately.
8. Encouraged students to ask questions about the class or the library.
9. Treated students fairly with respect to age, gender, disability, nationality, race, religion and sexual orientation.
10. I would recommend this librarian to students who need assistance in doing research.

Name of Librarian \_\_\_\_\_

Date \_\_\_\_\_

**Comments:**

1. What did the librarian do particularly well?
2. What specific improvements could this librarian make?

TA'd 9/25/02

**San Jose/Evergreen Community College District  
Student Evaluation Form For Health Services Faculty**

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**About the Nurse:**

1. Made efforts to help me.
2. Assisted me with my individual needs.
3. Was sensitive to my health situation.
4. Seemed attentive to me as an individual.
5. Assisted me in clarifying my questions and/or treatment.
6. Answered my questions.
7. Helped me to identify the steps to reach my goals.
8. Provided me with information about my health related issues.
9. Referred me to other campus resources and/or provided education.
10. Referred me to other resources off campus.
11. Treated me fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.

Name of Nurse \_\_\_\_\_

Date/Time of appointment \_\_\_\_\_

**Comments:**

1. What did the nurse do particularly well?
2. What could have made your visit more helpful?

TA'd 02/02

**San Jose/Evergreen Community College District**  
**Student Evaluation Form for Faculty**

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Online Courses

About the Course:

1. Course met its stated objectives.
2. The materials were useful in helping me succeed in this course.
3. Course objectives and grading policies were distributed and clearly explained.
4. Amount and types of assigned course work were reasonable.
5. The organization of course materials placed online (content modules, lectures, assignments, etc.) were presented in a well-organized manner.
6. Assignments and exams were related to the objectives/competencies stated in the course syllabus.
7. The technology was accessible and easy to use.
8. Grading was fair and followed the course outline/syllabus.

About the Instructor:

9. Kept to the subject matter.
10. Knew the subject matter for this course.
11. Encouraged students to ask questions and participate in online class discussions.
12. Encouraged individual thinking and differences of opinion.
13. Maintained atmosphere which encourages learning.
14. Responded to students in a timely manner.
15. The orientation for the online class effectively prepared me to use the technologies involved in this course.
16. The handouts, lectures, or postings were appropriate, clear, and informative.
17. Conducted class in a way that stimulated critical thinking.
18. Generally, returned papers, tests, and other work within two weeks of collecting them.
19. Responded to questions about my overall progress.
20. Acknowledged student comments and questions and responded appropriately.
21. Conducted class fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.
22. I would recommend this instructor to someone who is going to take this online course.

Comments:

23. Section Number and Instructor's Name
24. What did you like about this course?
25. Was the amount and type of assigned course work reasonable? Explain.
26. What specific changes could improve this course?
27. Please make any additional comments or suggestions about this course and/or this instructor.

TA'd 9/25/02



**San Jose/Evergreen Community College District**  
**CONTENTS PAGE FOR NON-TENURED FACULTY EVALUATION**

---

**Faculty Member's Name:** \_\_\_\_\_ **College:** \_\_\_\_\_

**Date of Hire:** \_\_\_\_\_ **Evaluation is for the period of** \_\_\_\_\_

**Circle year of Tenure Process:** 1 2 3 4

**Tenure Review Committee Names (indicate Committee Chair with asterisk)**

**Immediate Administrator:** \_\_\_\_\_

**Administrative Faculty Appointment:** \_\_\_\_\_

**Faculty Member's Peer Appointment:** \_\_\_\_\_

**Mentor (if applicable):** \_\_\_\_\_

**Documents to include in this evaluation packet:**

1. **Job Description**
2. **Administrator's Evaluation of Faculty**
3. **At least one of the following Forms from each evaluator:**
  - ☐ Observation Form for Classroom Faculty
  - ☐ Observation Form for Counseling Faculty
  - ☐ Observation Form for Coordinator of Disabled Students Program Services
  - ☐ Observation Form for Health Services Faculty
  - ☐ Observation Form for Librarians
4. **Optional Faculty Self Evaluation (if completed)**
5. **Summary of Student Evaluation Scantron Forms (*every semester*)**

For each class, provide a numerical summary of the objective items on the Student Evaluation Scantron Form as well as a typed copy of student comments.
6. **Growth and Development Plan**
7. **Improvement Plan (if applicable)**
8. **Summary Evaluation Report**
9. **Optional Written Response to Summary Evaluation Report (if completed)**

**San Jose Evergreen Community College District**  
**SUMMARY EVALUATION REPORT FOR NON-TENURED FACULTY**

Faculty Member: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

Evaluation Period: \_\_\_\_\_ Check if timelines have not been followed

Reviewed recommendation(s) from previous evaluation, if applicable Yes ( ) No ( )

For items below, see Article 20.6
A. Demonstrated Competency in Performing Professional Responsibilities
B. Worked effectively with the campus community
C. Met organizational criteria
D. Demonstrated progress in Professional Growth and Development

**Committee's Overall Evaluation:** (check one recommendation below)

\_\_\_ **Distinguished Performance** – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.

\_\_\_ **Proficient Performance** – meets the requirements of the assignment. The evaluation may include notations of exceptional performance.

\_\_\_ **Needs Improvement** – to meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required as per section 20.9.

\_\_\_ **Does Not Meet the Requirements of Assignment** –The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made an Improvement Plan is required as per section 20.9.

**Evaluation Committee:**

Committee Member: \_\_\_\_\_  

Type/Print
Signature
Date

Committee Member: \_\_\_\_\_  

Type/Print
Signature
Date

Immediate Administrator/Designee: \_\_\_\_\_  

Type/Print
Signature
Date

Pg 1

TA'D 9/25/02

**San Jose Evergreen Community College District**  
**SUMMARY EVALUATION REPORT FOR NON-TENURED FACULTY**

Non-tenured Faculty Member's Comments (optional): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Non-tenured Faculty Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

President's Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**President's Recommendation:** (Check one recommendation below)

\_\_\_\_ **Distinguished Performance** – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.

\_\_\_\_ **Proficient Performance** – meets the requirements of the assignment. The evaluation may include notations of exceptional performance.

\_\_\_\_ **Needs Improvement** – to meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required as per section 20.9.

\_\_\_\_ **Does Not Meet the Requirements of Assignment** –The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made an Improvement Plan is required as per section 20.9.

President's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR OFFICE USE ONLY**

Received in the District Human Resources Office

Received by (initials): \_\_\_\_\_ Date Received: \_\_\_\_\_

TA'D 9/25/02

Pg 2

**San Jose/Evergreen Community College District  
ADMINISTRATOR'S EVALUATION OF FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**Professional Qualities**

**A. Organizational**

	RATING	COMMENTS
1. Demonstrates cooperation and sensitivity in working with colleagues and staff.		
2. Accepts constructive criticism.		
3. Submits required departmental reports/information, including census, and/or positive attendance and grade sheets on time.		
4. * Attends required meetings.		
5. Maintains adequate and appropriate records.		
6. ** Maintains office hours (Adjunct faculty per Article 9.11).		
7. Contributes positively to the overall effectiveness of the discipline or department.		
8. ** Provides students with a written course syllabus that explains the evaluation process, expectations, requirements, assignments, course content, important dates, and instructor contact information, etc.		

**B. Professional Contributions**

1. \* Participates in faculty responsibilities such as: course/curriculum development, program review, projects, committees, research and special projects as needed in the discipline, department, college and/or district.

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**NOTE: \*Not required for Adjunct Faculty**

**\*\* For Instructional Faculty**

**Evaluator:** \_\_\_\_\_  
TA'd 9/25/02

**Date:** \_\_\_\_\_

**San Jose/Evergreen Community College District  
OBSERVATION FORM FOR CLASSROOM FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Course:** \_\_\_\_\_

**Date of Observation:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

Classroom Faculty

	RATING	COMMENTS
1. Demonstrates current knowledge of the subject material.		
2. Adheres to the course outline or content.		
3. Employs effective teaching methodologies and materials.		
4. Teaches at an appropriate level for the course.		
5. Communicates ideas clearly, concisely, and effectively.		
6. Maintains student-faculty relationship conducive to learning.		
7. Demonstrates sensitivity to different student learning styles.		
8. Stimulates student interest in the material presented.		
9. Uses class time efficiently.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

TA'd 9/25/02

APPENDIX F

188

**SvD\_Compl\_Ex\_6\_0242**

**San Jose/Evergreen Community College District  
OBSERVATION FORM FOR COUNSELING FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**Counselors**

	<b>RATING</b>	<b>COMMENTS</b>
1. Is receptive to students and creates an effective counseling environment.		
2. Listens well and provides opportunities for students to express their concerns.		
3. Helps students define and seek solutions to problems.		
4. Researches questions brought by students, or directs students to appropriate sources of information.		
5. Demonstrates knowledge of course offerings, programs, resources for students, general and approved major requirements for graduation and certificates.		
6. Demonstrates knowledge of career inventory and personality assessment tools.		
7. Demonstrates knowledge of programs, policies and requirements of institutions to which students will transfer.		
8. Demonstrates knowledge of District policies and procedures affecting students.		
9. Demonstrates effective communication with classroom faculty, staff and administrator regarding courses, programs and students.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

APPENDIX F

189

TA'd 9/25/02

**SvD\_Compl\_Ex\_6\_0243**

**San Jose/Evergreen Community College District  
OBSERVATION FORM FOR LIBRARY FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

Librarians

	RATING	COMMENTS
1. Promotes access to and use of library.		
2. Communicates information clearly, concisely, and effectively.		
3. Assists students in locating appropriate materials.		
4. Demonstrates sensitivity to differing students learning styles.		
5. Stimulates student interest in the material presented.		
6. Assists in building, organizing, or maintaining library collection.		
7. Creates an environment responsive to the curricular and learning needs of the college.		
8. Keeps current on changes in the field of library information science and technology.		
9. Maintains student-faculty relationship conducive to learning.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

APPENDIX F

190

**San Jose/Evergreen Community College District  
OBSERVATION FORM FOR HEALTH SERVICES FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

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**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**Health Services Faculty**

	RATING	COMMENTS
1. Serves as the health resource professional on campus.		
2. Develops and implements health services programs that benefit the college community.		
3. Develops and provides student resources that contribute to health and educational success.		
4. Demonstrates knowledge of legislation and public health regulations that impact health services.		
5. Provides leadership and runs assigned programs effectively.		
6. Serves students' health needs within the parameters of the College Health Services.		
7. Communicates information clearly, concisely, and effectively.		
8. Coordinates health services with campus and district programs.		
9. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

APPENDIX F

191

TA'd 9/25/02

**SvD\_Compl\_Ex\_6\_0245**



**San Jose/Evergreen Community College District**  
**OBSERVATION FORM FOR COORDINATOR OF Disabled Students Program (DSPS)**

FACULTY MEMBER'S NAME: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**DSPS Coordinator**

	RATING	COMMENTS
1. Is receptive to students, creates effective DSPS service environment.		
2. Provides leadership and coordinates program effectively.		
3. Helps students define and seek solutions to problems.		
4. Is effective in administering DSPS program development, budgets, services, external reporting and accountability.		
5. Researches questions brought by students, faculty, and staff or directs students to appropriate sources of information.		
6. Demonstrates knowledge of course offerings, programs, resources for students, general and approved major requirements for graduation and certificates.		
7. Is an advocate for accessibility on campus and in the community.		
8. Demonstrates knowledge of programs, policies and requirements of area colleges and universities.		
9. Demonstrates knowledge of District policies and procedures affecting students.		
10. Demonstrates effective communication with classroom faculty, staff and administrators regarding issues pertaining to students with disabilities.		
11. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

APPENDIX F

192

TA'd 9/25/02

SvD\_Compl\_Ex\_6\_0246

**San Jose/Evergreen Community College District  
Student Evaluation Form for Teaching Faculty**

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About the Course:

1. Course met its stated objectives.
2. Textbook and other reading material were useful in helping me succeed in this course.
3. Course objectives and grading policies were distributed and clearly explained.
4. For lab courses, lab policies and procedures were explained clearly.
5. For lab courses, equipment and materials were useful in helping me succeed in this course.
6. Course content was presented in a well-organized manner.
7. Tests were clearly written.
8. Tests were related to subject matter.
9. Grading was fair and followed the course outline/syllabus.

About the Instructor:

10. Kept to the subject matter.
11. Made the class interesting for students.
12. Knew the subject matter for this course.
13. Was well prepared for class sessions.
14. Kept class for full session.
15. Encouraged students to ask questions and participate in class discussions.
16. Encouraged individual thinking and differences of opinion.
17. Used class time effectively.
18. Maintained classroom atmosphere which encourages learning.
19. Communicated information and directions clearly.
20. For full time faculty, was accessible for individual conferences during office hours.
21. Conducted class in a way that stimulated critical thinking.
22. Began class on time.
23. Generally, returned papers, tests, and other work within two weeks of collecting them.
24. Responded to questions about my overall progress.
25. Acknowledged student comments and questions and responded appropriately.
26. Conducted class fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.
27. I would recommend this instructor to someone who is going to take this course.

Comments:

28. Section Number and Instructor's Name
29. What did you like about this course?
30. Was the amount and type of assigned course work reasonable? Explain.
31. What specific changes could improve this course?
32. Please make any additional comments or suggestions about this course and/or this instructor.

**San Jose/Evergreen Community College District**  
**English As A Second Language Student Evaluation Form For Teaching Faculty**

---

Name of Teacher \_\_\_\_\_ Date \_\_\_\_\_

Name of Class \_\_\_\_\_

Fall \_\_\_\_\_ Spring \_\_\_\_\_ 20 \_\_\_\_

Please Do Not write your name on this paper.

Please check **Yes**, **Sometimes**, or **No** on this paper.

	YES	SOMETIMES	NO
1. This teacher explains the purpose of this class.	_____	_____	_____
2. This teacher explains each lesson clearly.	_____	_____	_____
3. This teacher makes the class interesting for students.	_____	_____	_____
4. This teacher knows the subject well.	_____	_____	_____
5. This teacher respects students.	_____	_____	_____
6. This teacher listens to the opinions of students.	_____	_____	_____
7. This teacher helps me learn.	_____	_____	_____
8. I can understand this teacher.	_____	_____	_____
9. This teacher tells me how I am doing in the class.	_____	_____	_____

**IF YOU WANT TO, PLEASE COMMENT:**

What do you find helpful about this class?

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What will make this class better?

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**San Jose/Evergreen Community College District**  
Student Evaluation Form For Counselors  
(Includes All Special Program Counselors)

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**About the Counselor:**

1. Answered my questions.
2. Made efforts to help me.
3. Showed respect for my point of view.
4. Displayed sensitivity to my concerns.
5. Communicated effectively
6. Assisted me in considering career and academic options and examining alternatives.
7. Clarified my career and educational plans.
8. Understood requirements for graduation, transfer, and/or certificate programs.
9. Referred me to other resources and services on campus.
10. Referred me to other resources and services off-campus.
11. Treated me fairly with respect to age, gender, disability, nationality, race, religion and sexual orientation.
12. I would recommend this counselor to other students.

For students who are participating in the Disabled Student Program and Services:

13. Understood the range and degree of my disabilities.
14. Assisted me with the accommodation I needed.

Name of Counselor: \_\_\_\_\_

Date/Time of Appointment: \_\_\_\_\_

**Comments:**

15. What did this counselor do particularly well?
16. What specific improvements could this counselor make?
17. Please make any additional comments or suggestions about this counseling session.

**San Jose/Evergreen Community College District  
Student Evaluation Form For Librarian**

---

**About the Librarian:**

1. Taught the students how to find the appropriate materials and resources.
2. Demonstrated knowledge of resources available in the library.
3. Explained the library resources that were available to the students.
4. Made efforts to help students.
5. Referred students to other resources off campus.
6. Communicated information and directions clearly.
7. Acknowledged students' comments and questions and responded appropriately.
8. Encouraged students to ask questions about the class or the library.
9. Treated students fairly with respect to age, gender, disability, nationality, race, religion and sexual orientation.
10. I would recommend this librarian to students who need assistance in doing research.

Name of Librarian \_\_\_\_\_

Date \_\_\_\_\_

**Comments:**

1. What did the librarian do particularly well?
2. What specific improvements could this librarian make?

**San Jose/Evergreen Community College District  
Student Evaluation Form For Health Services Faculty**

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**About the Nurse:**

1. Made efforts to help me.
2. Assisted me with my individual needs.
3. Was sensitive to my health situation.
4. Seemed attentive to me as an individual.
5. Assisted me in clarifying my questions and/or treatment.
6. Answered my questions.
7. Helped me to identify the steps to reach my goals.
8. Provided me with information about my health related issues.
9. Referred me to other campus resources and/or provided education.
10. Referred me to other resources off campus.
11. Treated me fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.

Name of Nurse \_\_\_\_\_

Date/Time of appointment \_\_\_\_\_

**Comments:**

1. What did the nurse do particularly well?
2. What could have made your visit more helpful?

**San Jose/Evergreen Community College District  
Student Evaluation Form for Faculty**

---

Online Courses

About the Course:

1. Course met its stated objectives.
2. The materials were useful in helping me succeed in this course.
3. Course objectives and grading policies were distributed and clearly explained.
4. Amount and types of assigned course work were reasonable.
5. The organization of course materials placed online (content modules, lectures, assignments, etc.) were presented in a well-organized manner.
6. Assignments and exams were related to the objectives/competencies stated in the course syllabus.
7. The technology was accessible and easy to use.
8. Grading was fair and followed the course outline/syllabus.

About the Instructor:

9. Kept to the subject matter.
10. Knew the subject matter for this course.
11. Encouraged students to ask questions and participate in online class discussions.
12. Encouraged individual thinking and differences of opinion.
13. Maintained atmosphere which encourages learning.
14. Responded to students in a timely manner.
15. The orientation for the online class effectively prepared me to use the technologies involved in this course.
16. The handouts, lectures, or postings were appropriate, clear, and informative.
17. Conducted class in a way that stimulated critical thinking.
18. Generally, returned papers, tests, and other work within two weeks of collecting them.
19. Responded to questions about my overall progress.
20. Acknowledged student comments and questions and responded appropriately.
21. Conducted class fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.
22. I would recommend this instructor to someone who is going to take this online course.

Comments:

23. Section Number and Instructor's Name
24. What did you like about this course?
25. Was the amount and type of assigned course work reasonable? Explain.
26. What specific changes could improve this course?
27. Please make any additional comments or suggestions about this course and/or this instructor.

TA'd 9/25/02

**San Jose/Evergreen Community College District  
CONTENTS PAGE FOR GRANT-FUNDED NON-TENURED  
CATEGORICAL FACULTY EVALUATION**

---

Faculty Member's Name: \_\_\_\_\_ College: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Evaluation is for the period of \_\_\_\_\_

**Evaluation Committee Names (indicate Committee Chair with asterisk)**

Immediate Administrator: \_\_\_\_\_

Faculty Member's Peer Appointment: \_\_\_\_\_

**Documents to include in this evaluation packet:**

1. **Job Description**
2. **Administrator's Evaluation of Faculty**
3. **At least one of the following Forms from each evaluator:**
  - ☐ Observation Form for Classroom Faculty
  - ☐ Observation Form for Counseling Faculty
  - ☐ Observation Form for Coordinator of Disabled Students Program Services
  - ☐ Observation Form for Health Services Faculty
  - ☐ Observation Form for Librarians
4. **Optional Faculty Self Evaluation (if completed)**
5. **Summary of Student Evaluation Scantron Forms (*every semester*)**

For each class, provide a numerical summary of the objective items on the Student Evaluation Scantron Form as well as a typed copy of student comments.
6. **Growth and Development Plan**
7. **Improvement Plan (if applicable)**
8. **Summary Evaluation Report**
9. **Optional Written Response to Summary Evaluation Report (if completed)**

APPENDIX G

199

TA'd 4/29/05

**SvD\_Compl\_Ex\_6\_0253**



**San Jose/Evergreen Community College District  
SUMMARY EVALUATION REPORT FOR GRANT-FUNDED  
NON-TENURED CATEGORICAL FACULTY**

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Faculty Member: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Evaluation Period: \_\_\_\_\_

\_\_\_\_ Check if timelines have not been followed

Reviewed recommendation(s) from previous evaluation, if applicable      Yes ( )      No ( )

For items below, see Article 21.6
A. Demonstrated Competency in Performing Professional Responsibilities
B. Worked effectively with the campus community
C. Met organizational criteria
D. Demonstrated progress in Professional Growth and Development

**Committee's Overall Evaluation:** (check one recommendation below)

\_\_\_\_ **Distinguished Performance** – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.

\_\_\_\_ **Proficient Performance** – meets the requirements of the assignment. The evaluation may include notations of exceptional performance.

\_\_\_\_ **Needs Improvement** – to meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required as per section 21.8.

\_\_\_\_ **Does Not Meet the Requirements of Assignment** –The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made an Improvement Plan is required as per section 21.8.

**Evaluation Committee:**

Committee Member: \_\_\_\_\_

Type/Print

Signature

Date

Immediate Administrator/Designee: \_\_\_\_\_

Type/Print

Signature

Date

Pg 1 of 2

APPENDIX G

200

**San Jose/Evergreen Community College District  
SUMMARY EVALUATION REPORT FOR GRANT-FUNDED  
NON-TENURED CATEGORICAL FACULTY**

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Tenured Faculty Member's Comments (optional): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tenured Faculty Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

President's Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**President's Recommendation:** (Check one recommendation below)

\_\_\_\_ **Distinguished Performance** – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.

\_\_\_\_ **Proficient Performance** – meets the requirements of the assignment. The evaluation may include notations of exceptional performance.

\_\_\_\_ **Needs Improvement** – to meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required as per section 21.8.

\_\_\_\_ **Does Not Meet the Requirements of Assignment** – The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made an Improvement Plan is required as per section 21.8.

President's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR OFFICE USE ONLY**

Received in the District Human Resources Office

Received by (initials): \_\_\_\_\_ Date Received: \_\_\_\_\_

Pg:2 of 2

APPENDIX G

201

TA'd 4/29/05

**SvD\_Compl\_Ex\_6\_0255**

## San Jose/Evergreen Community College District

**ADMINISTRATOR'S EVALUATION OF FACULTY****FACULTY MEMBER'S NAME:** \_\_\_\_\_**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:****Professional Qualities****A. Organizational**

	<b>RATING</b>	<b>COMMENTS</b>
1. Demonstrates cooperation and sensitivity in working with colleagues and staff.		
2. Accepts constructive criticism.		
3. Submits required departmental reports/information, including census, and/or positive attendance and grade sheets on time.		
4. * Attends required meetings.		
5. Maintains adequate and appropriate records.		
6. ** Maintains office hours (Adjunct faculty per Article 9.11).		
7. Contributes positively to the overall effectiveness of the discipline or department.		
8. ** Provides students with a written course syllabus that explains the evaluation process, expectations, requirements, assignments, course content, important dates, and instructor contact information, etc.		

**B. Professional Contributions**

1. \* Participates in faculty responsibilities such as: course/curriculum development, program review, projects, committees, research and special projects as needed in the discipline, department, college and/or district.

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**NOTE: \*Not required for Adjunct Faculty****\*\* For Instructional Faculty**

TA'd 4/29/05

**San Jose/Evergreen Community College District**  
**OBSERVATION FORM FOR CLASSROOM FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Course:** \_\_\_\_\_

**Date of Observation:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

Classroom Faculty

	RATING	COMMENTS
1. Demonstrates current knowledge of the subject material.		
2. Adheres to the course outline or content.		
3. Employs effective teaching methodologies and materials.		
4. Teaches at an appropriate level for the course.		
5. Communicates ideas clearly, concisely, and effectively.		
6. Maintains student-faculty relationship conducive to learning.		
7. Demonstrates sensitivity to different student learning styles.		
8. Stimulates student interest in the material presented.		
9. Uses class time efficiently.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**San Jose/Evergreen Community College District  
OBSERVATION FORM FOR COUNSELING FACULTY**

---

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**Counselors**

	<b>RATING</b>	<b>COMMENTS</b>
1. Is receptive to students and creates an effective counseling environment.		
2. Listens well and provides opportunities for students to express their concerns.		
3. Helps students define and seek solutions to problems.		
4. Researches questions brought by students, or directs students to appropriate sources of information.		
5. Demonstrates knowledge of course offerings, programs, resources for students, general and approved major requirements for graduation and certificates.		
6. Demonstrates knowledge of career inventory and personality assessment tools.		
7. Demonstrates knowledge of programs, policies and requirements of institutions to which students will transfer.		
8. Demonstrates knowledge of District policies and procedures affecting students.		
9. Demonstrates effective communication with classroom faculty, staff and administrator regarding courses, programs and students.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

APPENDIX G

204

TA'd 4/29/05

**SvD\_Compl\_Ex\_6\_0258**

**San Jose/Evergreen Community College District  
OBSERVATION FORM FOR LIBRARY FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

Librarians

	RATING	COMMENTS
1. Promotes access to and use of library.		
2. Communicates information clearly, concisely, and effectively.		
3. Assists students in locating appropriate materials.		
4. Demonstrates sensitivity to differing students learning styles.		
5. Stimulates student interest in the material presented.		
6. Assists in building, organizing, or maintaining library collection.		
7. Creates an environment responsive to the curricular and learning needs of the college.		
8. Keeps current on changes in the field of library information science and technology.		
9. Maintains student-faculty relationship conducive to learning.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**San Jose/Evergreen Community College District**  
**OBSERVATION FORM FOR HEALTH SERVICES FACULTY**

---

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**Health Services Faculty**

	RATING	COMMENTS
1. Serves as the health resource professional on campus.		
2. Develops and implements health services programs that benefit the college community.		
3. Develops and provides student resources that contribute to health and educational success.		
4. Demonstrates knowledge of legislation and public health regulations that impact health services.		
5. Provides leadership and runs assigned programs effectively.		
6. Serves students' health needs within the parameters of the College Health Services.		
7. Communicates information clearly, concisely, and effectively.		
8. Coordinates health services with campus and district programs.		
9. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**San Jose/Evergreen Community College District**  
**OBSERVATION FORM FOR COORDINATOR OF Disabled Students Program (DSPS)**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**DSPS Coordinator**

	RATING	COMMENTS
1. Is receptive to students, creates effective DSPS service environment.		
2. Provides leadership and coordinates program effectively.		
3. Helps students define and seek solutions to problems.		
4. Is effective in administering DSPS program development, budgets, services, external reporting and accountability.		
5. Researches questions brought by students, faculty, and staff or directs students to appropriate sources of information.		
6. Demonstrates knowledge of course offerings, programs, resources for students, general and approved major requirements for graduation and certificates.		
7. Is an advocate for accessibility on campus and in the community.		
8. Demonstrates knowledge of programs, policies and requirements of area colleges and universities.		
9. Demonstrates knowledge of District policies and procedures affecting students.		
10. Demonstrates effective communication with classroom faculty, staff and administrators regarding issues pertaining to students with disabilities.		
11. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

APPENDIX G  
207



**San Jose/Evergreen Community College District  
Student Evaluation Form for Teaching Faculty**

---

About the Course:

1. Course met its stated objectives.
2. Textbook and other reading material were useful in helping me succeed in this course.
3. Course objectives and grading policies were distributed and clearly explained.
4. For lab courses, lab policies and procedures were explained clearly.
5. For lab courses, equipment and materials were useful in helping me succeed in this course.
6. Course content was presented in a well-organized manner.
7. Tests were clearly written.
8. Tests were related to subject matter.
9. Grading was fair and followed the course outline/syllabus.

About the Instructor:

10. Kept to the subject matter.
11. Made the class interesting for students.
12. Knew the subject matter for this course.
13. Was well prepared for class sessions.
14. Kept class for full session.
15. Encouraged students to ask questions and participate in class discussions.
16. Encouraged individual thinking and differences of opinion.
17. Used class time effectively.
18. Maintained classroom atmosphere which encourages learning.
19. Communicated information and directions clearly.
20. For full time faculty, was accessible for individual conferences during office hours.
21. Conducted class in a way that stimulated critical thinking.
22. Began class on time.
23. Generally, returned papers, tests, and other work within two weeks of collecting them.
24. Responded to questions about my overall progress.
25. Acknowledged student comments and questions and responded appropriately.
26. Conducted class fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.
27. I would recommend this instructor to someone who is going to take this course.

Comments:

28. Section Number and Instructor's Name
29. What did you like about this course?
30. Was the amount and type of assigned course work reasonable? Explain.
31. What specific changes could improve this course?
32. Please make any additional comments or suggestions about this course and/or this instructor.

**San Jose/Evergreen Community College District**  
**English As A Second Language Student Evaluation Form For Teaching Faculty**

Name of Teacher \_\_\_\_\_ Date \_\_\_\_\_

Name of Class \_\_\_\_\_

Fall \_\_\_\_\_ Spring \_\_\_\_\_ 20\_\_\_\_

Please Do Not write your name on this paper.

Please check **Yes**, **Sometimes**, or **No** on this paper.

	YES	SOMETIMES	NO
1. This teacher explains the purpose of this class.	_____	_____	_____
2. This teacher explains each lesson clearly.	_____	_____	_____
3. This teacher makes the class interesting for students.	_____	_____	_____
4. This teacher knows the subject well.	_____	_____	_____
5. This teacher respects students.	_____	_____	_____
6. This teacher listens to the opinions of students.	_____	_____	_____
7. This teacher helps me learn.	_____	_____	_____
8. I can understand this teacher.	_____	_____	_____
9. This teacher tells me how I am doing in the class.	_____	_____	_____

**IF YOU WANT TO, PLEASE COMMENT:**

What do you find helpful about this class?

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What will make this class better?

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**San Jose/Evergreen Community College District**  
Student Evaluation Form For Counselors  
(Includes All Special Program Counselors)

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**About the Counselor:**

1. Answered my questions.
2. Made efforts to help me.
3. Showed respect for my point of view.
4. Displayed sensitivity to my concerns.
5. Communicated effectively
6. Assisted me in considering career and academic options and examining alternatives.
7. Clarified my career and educational plans.
8. Understood requirements for graduation, transfer, and/or certificate programs.
9. Referred me to other resources and services on campus.
10. Referred me to other resources and services off-campus.
11. Treated me fairly with respect to age, gender, disability, nationality, race, religion and sexual orientation.
12. I would recommend this counselor to other students.

For students who are participating in the Disabled Student Program and Services:

13. Understood the range and degree of my disabilities.
14. Assisted me with the accommodation I needed.

Name of Counselor: \_\_\_\_\_

Date/Time of Appointment: \_\_\_\_\_

**Comments:**

15. What did this counselor do particularly well?
16. What specific improvements could this counselor make?
17. Please make any additional comments or suggestions about this counseling session.

**San Jose/Evergreen Community College District  
Student Evaluation Form For Librarian**

---

**About the Librarian:**

1. Taught the students how to find the appropriate materials and resources.
2. Demonstrated knowledge of resources available in the library.
3. Explained the library resources that were available to the students.
4. Made efforts to help students.
5. Referred students to other resources off campus.
6. Communicated information and directions clearly.
7. Acknowledged students' comments and questions and responded appropriately.
8. Encouraged students to ask questions about the class or the library.
9. Treated students fairly with respect to age, gender, disability, nationality, race, religion and sexual orientation.
10. I would recommend this librarian to students who need assistance in doing research.

Name of Librarian \_\_\_\_\_

Date \_\_\_\_\_

**Comments:**

1. What did the librarian do particularly well?
2. What specific improvements could this librarian make?

**San Jose/Evergreen Community College District  
Student Evaluation Form For Health Services Faculty**

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**About the Nurse:**

1. Made efforts to help me.
2. Assisted me with my individual needs.
3. Was sensitive to my health situation.
4. Seemed attentive to me as an individual.
5. Assisted me in clarifying my questions and/or treatment.
6. Answered my questions.
7. Helped me to identify the steps to reach my goals.
8. Provided me with information about my health related issues.
9. Referred me to other campus resources and/or provided education.
10. Referred me to other resources off campus.
11. Treated me fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.

Name of Nurse \_\_\_\_\_

Date/Time of appointment \_\_\_\_\_

**Comments:**

1. What did the nurse do particularly well?
2. What could have made your visit more helpful?

**San Jose/Evergreen Community College District  
Student Evaluation Form for Faculty**

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Online Courses

About the Course:

1. Course met its stated objectives.
2. The materials were useful in helping me succeed in this course.
3. Course objectives and grading policies were distributed and clearly explained.
4. Amount and types of assigned course work were reasonable.
5. The organization of course materials placed online (content modules, lectures, assignments, etc.) were presented in a well-organized manner.
6. Assignments and exams were related to the objectives/competencies stated in the course syllabus.
7. The technology was accessible and easy to use.
8. Grading was fair and followed the course outline/syllabus.

About the Instructor:

9. Kept to the subject matter.
10. Knew the subject matter for this course.
11. Encouraged students to ask questions and participate in online class discussions.
12. Encouraged individual thinking and differences of opinion.
13. Maintained atmosphere which encourages learning.
14. Responded to students in a timely manner.
15. The orientation for the online class effectively prepared me to use the technologies involved in this course.
16. The handouts, lectures, or postings were appropriate, clear, and informative.
17. Conducted class in a way that stimulated critical thinking.
18. Generally, returned papers, tests, and other work within two weeks of collecting them.
19. Responded to questions about my overall progress.
20. Acknowledged student comments and questions and responded appropriately.
21. Conducted class fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.
22. I would recommend this instructor to someone who is going to take this online course.

Comments:

23. Section Number and Instructor's Name
24. What did you like about this course?
25. Was the amount and type of assigned course work reasonable? Explain.
26. What specific changes could improve this course?
27. Please make any additional comments or suggestions about this course and/or this instructor.

TA'd 4/29/05

**San Jose/Evergreen Community College District**  
**CONTENTS PAGE FOR TENURED FACULTY EVALUATION**

---

**Faculty Member's Name:** \_\_\_\_\_ **College:** \_\_\_\_\_

**Date of Hire:** \_\_\_\_\_ **Evaluation is for the period of** \_\_\_\_\_

**Evaluation Committee Names (indicate Committee Chair with asterisk)**

**Immediate Administrator:** \_\_\_\_\_

**Faculty Member's Peer Appointment:** \_\_\_\_\_

**Documents to include in this evaluation packet:**

1. **Job Description**
2. **Administrator's Evaluation of Faculty**
3. **At least one of the following Forms from each evaluator:**
  - ☐ Observation Form for Classroom Faculty
  - ☐ Observation Form for Counseling Faculty
  - ☐ Observation Form for Coordinator of Disabled Students Program Services
  - ☐ Observation Form for Health Services Faculty
  - ☐ Observation Form for Librarians
4. **Optional Faculty Self Evaluation** (if completed)
5. **Summary of Student Evaluation Scantron Forms** (*every semester*)  
For each class, provide a numerical summary of the objective items on the Student Evaluation Scantron Form as well as a typed copy of student comments.
6. **Growth and Development Plan**
7. **Improvement Plan** (if applicable)
8. **Summary Evaluation Report**
9. **Optional Written Response to Summary Evaluation Report** (if completed)

**San Jose/Evergreen Community College District  
Summary Evaluation Report for Tenured Faculty**

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Faculty Member: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Evaluation Period: \_\_\_\_\_

\_\_\_ Check if timelines have not been followed

Reviewed recommendation(s) from previous evaluation, if applicable      Yes ( )      No ( )

For items below, see Article 22.6
A. Demonstrated Competency in Performing Professional Responsibilities
B. Worked effectively with the campus community
C. Met organizational criteria
D. Demonstrated progress in Professional Growth and Development

**Committee's Overall Evaluation:** (check one recommendation below)

\_\_\_ **Distinguished Performance** – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.

\_\_\_ **Proficient Performance** – meets the requirements of the assignment. The evaluation may include notations of exceptional performance.

\_\_\_ **Needs Improvement** – to meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required as per section 21.8.

\_\_\_ **Does Not Meet the Requirements of Assignment** –The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made an Improvement Plan is required as per section 21.8.

**Evaluation Committee:**

Committee Member: \_\_\_\_\_

Type/Print

Signature

Date

Immediate Administrator/Designee: \_\_\_\_\_

Type/Print

Signature

Date

Pg 1 of 2



**San Jose/Evergreen Community College District  
Summary Evaluation Report for Tenured Faculty**

Tenured Faculty Member's Comments (optional): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tenured Faculty Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

President's Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**President's Recommendation:** (Check one recommendation below)

\_\_\_\_ **Distinguished Performance** – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.

\_\_\_\_ **Proficient Performance** – meets the requirements of the assignment. The evaluation may include notations of exceptional performance.

\_\_\_\_ **Needs Improvement** – to meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required as per section 21.8.

\_\_\_\_ **Does Not Meet the Requirements of Assignment** –The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made an Improvement Plan is required as per section 21.8.

President's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR OFFICE USE ONLY**

Received in the District Human Resources Office

Received by (initials): \_\_\_\_\_ Date Received: \_\_\_\_\_

Pg:2 of 2

## San Jose/Evergreen Community College District

**ADMINISTRATOR'S EVALUATION OF FACULTY****FACULTY MEMBER'S NAME:** \_\_\_\_\_**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:****Professional Qualities****A. Organizational**

	<b>RATING</b>	<b>COMMENTS</b>
1. Demonstrates cooperation and sensitivity in working with colleagues and staff.		
2. Accepts constructive criticism.		
3. Submits required departmental reports/information, including census, and/or positive attendance and grade sheets on time.		
4. * Attends required meetings.		
5. Maintains adequate and appropriate records.		
6. ** Maintains office hours (Adjunct faculty per Article 9.11).		
7. Contributes positively to the overall effectiveness of the discipline or department.		
8. ** Provides students with a written course syllabus that explains the evaluation process, expectations, requirements, assignments, course content, important dates, and instructor contact information, etc.		

**B. Professional Contributions**

1. \* Participates in faculty responsibilities such as: course/curriculum development, program review, projects, committees, research and special projects as needed in the discipline, department, college and/or district.

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**NOTE: \*Not required for Adjunct Faculty****\*\* For Instructional Faculty****Evaluator:** \_\_\_\_\_  
TA'd 9/25/02**Date:** \_\_\_\_\_

APPENDIX H

217

SvD\_Compl\_Ex\_6\_0271

**San Jose/Evergreen Community College District**  
**OBSERVATION FORM FOR CLASSROOM FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Course:** \_\_\_\_\_

**Date of Observation:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

Classroom Faculty

	RATING	COMMENTS
1. Demonstrates current knowledge of the subject material.		
2. Adheres to the course outline or content.		
3. Employs effective teaching methodologies and materials.		
4. Teaches at an appropriate level for the course.		
5. Communicates ideas clearly, concisely, and effectively.		
6. Maintains student-faculty relationship conducive to learning.		
7. Demonstrates sensitivity to different student learning styles.		
8. Stimulates student interest in the material presented.		
9. Uses class time efficiently.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**San Jose/Evergreen Community College District**  
**OBSERVATION FORM FOR COUNSELING FACULTY**

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**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**Counselors**

	RATING	COMMENTS
1. Is receptive to students and creates an effective counseling environment.		
2. Listens well and provides opportunities for students to express their concerns.		
3. Helps students define and seek solutions to problems.		
4. Researches questions brought by students, or directs students to appropriate sources of information.		
5. Demonstrates knowledge of course offerings, programs, resources for students, general and approved major requirements for graduation and certificates.		
6. Demonstrates knowledge of career inventory and personality assessment tools.		
7. Demonstrates knowledge of programs, policies and requirements of institutions to which students will transfer.		
8. Demonstrates knowledge of District policies and procedures affecting students.		
9. Demonstrates effective communication with classroom faculty, staff and administrator regarding courses, programs and students.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

APPENDIX H  
219

TA'd 9/25/02

**SvD\_Compl\_Ex\_6\_0273**

**San Jose/Evergreen Community College District  
OBSERVATION FORM FOR LIBRARY FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

Librarians

	RATING	COMMENTS
1. Promotes access to and use of library.		
2. Communicates information clearly, concisely, and effectively.		
3. Assists students in locating appropriate materials.		
4. Demonstrates sensitivity to differing students learning styles.		
5. Stimulates student interest in the material presented.		
6. Assists in building, organizing, or maintaining library collection.		
7. Creates an environment responsive to the curricular and learning needs of the college.		
8. Keeps current on changes in the field of library information science and technology.		
9. Maintains student-faculty relationship conducive to learning.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**San Jose/Evergreen Community College District**  
**OBSERVATION FORM FOR HEALTH SERVICES FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**Health Services Faculty**

	RATING	COMMENTS
1. Serves as the health resource professional on campus.		
2. Develops and implements health services programs that benefit the college community.		
3. Develops and provides student resources that contribute to health and educational success.		
4. Demonstrates knowledge of legislation and public health regulations that impact health services.		
5. Provides leadership and runs assigned programs effectively.		
6. Serves students' health needs within the parameters of the College Health Services.		
7. Communicates information clearly, concisely, and effectively.		
8. Coordinates health services with campus and district programs.		
9. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

APPENDIX H

221

TA'd 9/25/02

SvD\_Compl\_Ex\_6\_0275

**San Jose/Evergreen Community College District**  
**OBSERVATION FORM FOR COORDINATOR OF Disabled Students Program (DSP)**

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**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**DSPS Coordinator**

	<b>RATING</b>	<b>COMMENTS</b>
1. Is receptive to students, creates effective DSPS service environment.		
2. Provides leadership and coordinates program effectively.		
3. Helps students define and seek solutions to problems.		
4. Is effective in administering DSPS program development, budgets, services, external reporting and accountability.		
5. Researches questions brought by students, faculty, and staff or directs students to appropriate sources of information.		
6. Demonstrates knowledge of course offerings, programs, resources for students, general and approved major requirements for graduation and certificates.		
7. Is an advocate for accessibility on campus and in the community.		
8. Demonstrates knowledge of programs, policies and requirements of area colleges and universities.		
9. Demonstrates knowledge of District policies and procedures affecting students.		
10. Demonstrates effective communication with classroom faculty, staff and administrators regarding issues pertaining to students with disabilities.		
11. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

APPENDIX H  
222

**San Jose/Evergreen Community College District  
Student Evaluation Form for Teaching Faculty**

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About the Course:

1. Course met its stated objectives.
2. Textbook and other reading material were useful in helping me succeed in this course.
3. Course objectives and grading policies were distributed and clearly explained.
4. For lab courses, lab policies and procedures were explained clearly.
5. For lab courses, equipment and materials were useful in helping me succeed in this course.
6. Course content was presented in a well-organized manner.
7. Tests were clearly written.
8. Tests were related to subject matter.
9. Grading was fair and followed the course outline/syllabus.

About the Instructor:

10. Kept to the subject matter.
11. Made the class interesting for students.
12. Knew the subject matter for this course.
13. Was well prepared for class sessions.
14. Kept class for full session.
15. Encouraged students to ask questions and participate in class discussions.
16. Encouraged individual thinking and differences of opinion.
17. Used class time effectively.
18. Maintained classroom atmosphere which encourages learning.
19. Communicated information and directions clearly.
20. For full time faculty, was accessible for individual conferences during office hours.
21. Conducted class in a way that stimulated critical thinking.
22. Began class on time.
23. Generally, returned papers, tests, and other work within two weeks of collecting them.
24. Responded to questions about my overall progress.
25. Acknowledged student comments and questions and responded appropriately.
26. Conducted class fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.
27. I would recommend this instructor to someone who is going to take this course.

Comments:

28. Section Number and Instructor's Name
29. What did you like about this course?
30. Was the amount and type of assigned course work reasonable? Explain.
31. What specific changes could improve this course?
32. Please make any additional comments or suggestions about this course and/or this instructor.



**San Jose/Evergreen Community College District**  
**English As A Second Language Student Evaluation Form For Teaching Faculty**

Name of Teacher \_\_\_\_\_ Date \_\_\_\_\_

Name of Class \_\_\_\_\_

Fall \_\_\_\_\_ Spring \_\_\_\_\_ 20\_\_\_\_

Please Do Not write your name on this paper.

Please check **Yes**, **Sometimes**, or **No** on this paper.

	YES	SOMETIMES	NO
1. This teacher explains the purpose of this class.	_____	_____	_____
2. This teacher explains each lesson clearly.	_____	_____	_____
3. This teacher makes the class interesting for students.	_____	_____	_____
4. This teacher knows the subject well.	_____	_____	_____
5. This teacher respects students.	_____	_____	_____
6. This teacher listens to the opinions of students.	_____	_____	_____
7. This teacher helps me learn.	_____	_____	_____
8. I can understand this teacher.	_____	_____	_____
9. This teacher tells me how I am doing in the class.	_____	_____	_____

**IF YOU WANT TO, PLEASE COMMENT:**

What do you find helpful about this class?

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What will make this class better?

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**San Jose/Evergreen Community College District**

Student Evaluation Form For Counselors

(Includes All Special Program Counselors)

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**About the Counselor:**

1. Answered my questions.
2. Made efforts to help me.
3. Showed respect for my point of view.
4. Displayed sensitivity to my concerns.
5. Communicated effectively
6. Assisted me in considering career and academic options and examining alternatives.
7. Clarified my career and educational plans.
8. Understood requirements for graduation, transfer, and/or certificate programs.
9. Referred me to other resources and services on campus.
10. Referred me to other resources and services off-campus.
11. Treated me fairly with respect to age, gender, disability, nationality, race, religion and sexual orientation.
12. I would recommend this counselor to other students.

For students who are participating in the Disabled Student Program and Services:

13. Understood the range and degree of my disabilities.
14. Assisted me with the accommodation I needed.

Name of Counselor: \_\_\_\_\_

Date/Time of Appointment: \_\_\_\_\_

**Comments:**

15. What did this counselor do particularly well?
16. What specific improvements could this counselor make?
17. Please make any additional comments or suggestions about this counseling session.

**San Jose/Evergreen Community College District  
Student Evaluation Form For Librarian**

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**About the Librarian:**

1. Taught the students how to find the appropriate materials and resources.
2. Demonstrated knowledge of resources available in the library.
3. Explained the library resources that were available to the students.
4. Made efforts to help students.
5. Referred students to other resources off campus.
6. Communicated information and directions clearly.
7. Acknowledged students' comments and questions and responded appropriately.
8. Encouraged students to ask questions about the class or the library.
9. Treated students fairly with respect to age, gender, disability, nationality, race, religion and sexual orientation.
10. I would recommend this librarian to students who need assistance in doing research.

Name of Librarian \_\_\_\_\_

Date \_\_\_\_\_

**Comments:**

1. What did the librarian do particularly well?
2. What specific improvements could this librarian make?

**San Jose/Evergreen Community College District  
Student Evaluation Form For Health Services Faculty**

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**About the Nurse:**

1. Made efforts to help me.
2. Assisted me with my individual needs.
3. Was sensitive to my health situation.
4. Seemed attentive to me as an individual.
5. Assisted me in clarifying my questions and/or treatment.
6. Answered my questions.
7. Helped me to identify the steps to reach my goals.
8. Provided me with information about my health related issues.
9. Referred me to other campus resources and/or provided education.
10. Referred me to other resources off campus.
11. Treated me fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.

Name of Nurse \_\_\_\_\_

Date/Time of appointment \_\_\_\_\_

**Comments:**

1. What did the nurse do particularly well?
2. What could have made your visit more helpful?

TA'd 02/02

**San Jose/Evergreen Community College District  
Student Evaluation Form for Faculty**

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Online Courses

About the Course:

1. Course met its stated objectives.
2. The materials were useful in helping me succeed in this course.
3. Course objectives and grading policies were distributed and clearly explained.
4. Amount and types of assigned course work were reasonable.
5. The organization of course materials placed online (content modules, lectures, assignments, etc.) were presented in a well-organized manner.
6. Assignments and exams were related to the objectives/competencies stated in the course syllabus.
7. The technology was accessible and easy to use.
8. Grading was fair and followed the course outline/syllabus.

About the Instructor:

9. Kept to the subject matter.
10. Knew the subject matter for this course.
11. Encouraged students to ask questions and participate in online class discussions.
12. Encouraged individual thinking and differences of opinion.
13. Maintained atmosphere which encourages learning.
14. Responded to students in a timely manner.
15. The orientation for the online class effectively prepared me to use the technologies involved in this course.
16. The handouts, lectures, or postings were appropriate, clear, and informative.
17. Conducted class in a way that stimulated critical thinking.
18. Generally, returned papers, tests, and other work within two weeks of collecting them.
19. Responded to questions about my overall progress.
20. Acknowledged student comments and questions and responded appropriately.
21. Conducted class fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.
22. I would recommend this instructor to someone who is going to take this online course.

Comments:

23. Section Number and Instructor's Name
24. What did you like about this course?
25. Was the amount and type of assigned course work reasonable? Explain.
26. What specific changes could improve this course?
27. Please make any additional comments or suggestions about this course and/or this instructor.

TA'd 4/29/05



San Jose/Evergreen Community College District

**Faculty Service Area (FSA) Request Form**

**Must Be Submitted By February 15<sup>th</sup>**

☐ Add an FSA

- Complete District Academic Equivalency Form
- Submit to Human Resources with backup documentation, original transcripts, etc.

☐ Correction to FSA

- Submit a brief explanation of what you feel is wrong with your currently listed FSA.

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☐ Delete FSA

- Submit a brief explanation showing reasons for your request to delete an FSA.

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Name \_\_\_\_\_ Campus: \_\_\_\_\_  
(Please print):

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT**

**Leave Request Form**

All absences should be requested and approved prior to the leave being taken except in emergencies

Name: \_\_\_\_\_

Department: \_\_\_\_\_

I request (type of leave):

- ☐ Sick\*    ☐ Vacation    ☐ Bereavement    ☐ Unpaid Leave  
☐ Personal Necessity    ☐ Personal Business (Faculty)    ☐ Long term  
☐ Child rearing    ☐ other (military, jury, etc.)

for \_\_\_\_\_ day (number of days) \_\_\_\_\_ (dates).

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

\*Sick leave may require medical certification. Please refer to the collective bargaining contract:

FA Article 13  
CSEA Article 13  
Board Policy 2600

**Please forward a copy of all leave requests, except vacation and personal, to Human Resources.**



# SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

San Jose City College . Evergreen Valley College

## MEDICAL RELEASE TO WORK

EMPLOYEE'S NAME \_\_\_\_\_  
 EMPLOYEE'S JOB TITLE \_\_\_\_\_  
 WORK SCHEDULE \_\_\_\_\_ HOURS PER DAY \_\_\_\_\_ HOURS PER WEEK \_\_\_\_\_

Date of visit: \_\_\_\_\_ Re-evaluation on: \_\_\_\_\_

Employee was ill and unable to work from \_\_\_\_\_ through \_\_\_\_\_

\*Diagnosis \_\_\_\_\_  
 \*(If employee wishes to preserve confidentiality, please state 'Unable to perform the functions of...')

Based on the attached job description, employee:

☐ Can return to full duties with NO RESTRICTIONS on: \_\_\_\_\_

**OR**

☐ Can participate in a modified work program starting \_\_\_\_\_ and continuing to \_\_\_\_\_

If modified work is not available, is this patient then able to work for this time period? ☐ Yes ☐ No

☐ Restrictions, based on the above stated hours per day, employee can:

stand/walk _____	hours at a time _____	total hours _____	<input type="checkbox"/> no restrictions
sit _____	hours at a time _____	total hours _____	<input type="checkbox"/> no restrictions
drive _____	hours at a time _____	total hours _____	<input type="checkbox"/> no restrictions

Lift/Carry: (Occasionally = up to 1/3 workday. Frequently = up to 2/3 workday)

0-10 lbs.	<input type="checkbox"/> not at all	<input type="checkbox"/> occasionally	<input type="checkbox"/> frequently	<input type="checkbox"/> no restrictions
11-25 lbs.	<input type="checkbox"/> not at all	<input type="checkbox"/> occasionally	<input type="checkbox"/> frequently	<input type="checkbox"/> no restrictions
26-40 lbs.	<input type="checkbox"/> not at all	<input type="checkbox"/> occasionally	<input type="checkbox"/> frequently	<input type="checkbox"/> no restrictions

Employee is able to:

bend	<input type="checkbox"/> not at all	<input type="checkbox"/> occasionally	<input type="checkbox"/> frequently	<input type="checkbox"/> no restrictions
squat	<input type="checkbox"/> not at all	<input type="checkbox"/> occasionally	<input type="checkbox"/> frequently	<input type="checkbox"/> no restrictions
kneel	<input type="checkbox"/> not at all	<input type="checkbox"/> occasionally	<input type="checkbox"/> frequently	<input type="checkbox"/> no restrictions
climb	<input type="checkbox"/> not at all	<input type="checkbox"/> occasionally	<input type="checkbox"/> frequently	<input type="checkbox"/> no restrictions
reach above shoulders	<input type="checkbox"/> not at all	<input type="checkbox"/> occasionally	<input type="checkbox"/> frequently	<input type="checkbox"/> no restrictions
perform rep. hand mot.	<input type="checkbox"/> not at all	<input type="checkbox"/> occasionally	<input type="checkbox"/> frequently	<input type="checkbox"/> no restrictions

\_\_\_\_\_  
 Doctor's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Doctor's Name (please print)

\_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 Address City State Zip

APPENDIX J  
 231

6/24/04

SvD\_Compl\_Ex\_6\_0285



**San Jose/Evergreen Community College District  
Catastrophic Illness Leave**

**Application for Sick Leave Form**

I, \_\_\_\_\_, Faculty member of the San Jose/Evergreen  
(Please print your name)

Community College District, hereby request that additional sick leave days be credited to me from the District's Catastrophic Illness (CIL) Leave Bank. I understand that this CIL can only be used for catastrophic illness. Attached is a physician's certification statement, which verifies the catastrophic illness or injury as defined in the Faculty Collective Bargaining Agreement. I further understand that to be eligible for this benefit, I must have exhausted all accrued sick leave.

I am requesting \_\_\_\_\_ sick days from the CIL bank.

\_\_\_\_\_  
Faculty Member's Name (Please print)

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Faculty Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Human Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
Faculty Association President's Signature

\_\_\_\_\_  
Date

**To Be Completed by Human Resources**

Sick Leave Balance prior to application: \_\_\_\_\_

Sick Leave Balance after receiving donated days: \_\_\_\_\_

\_\_\_\_\_  
Date



**San Jose/Evergreen Community College District  
Catastrophic Illness Leave**

**Donation of Sick Leave Form**

I, \_\_\_\_\_, a faculty member of the San Jose/Evergreen  
(Please print your name)

Community College District, request to donate sick leave from my accumulated District sick leave balance and affirm that I have read the Catastrophic Illness Leave (CIL) procedure. I further understand that donated sick leave becomes the property of the San Jose/Evergreen Community College District sick leave donation bank, and under no circumstances will it be returned.

I hereby direct the San Jose/Evergreen Community College District to transfer from my accumulated sick leave balance \_\_\_\_\_ day(s), not to exceed fifteen (15) days each academic year to be donated to the sick leave donation bank.

\_\_\_\_\_  
Faculty Member's Name (please print)

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Faculty Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Human Resources

\_\_\_\_\_  
Date

**To Be Completed by Human Resources**

Sick Leave Balance prior to donation: \_\_\_\_\_

Sick Leave Balance after donation: \_\_\_\_\_

(Faculty member must retain a 25 day sick leave balance)

\_\_\_\_\_  
Date

**SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT****APPLICATION FOR APPROVAL OF UNITS FOR  
CREDIT ON THE SALARY SCHEDULE (SALARY/CLASS CHANGES)**

Advancement on the salary schedule is based on years of service (Faculty Contract, Article 8.5.2) and on continuing educational development (8.9). Movement across the salary classes is based on continuing educational development of the faculty member.

NAME: \_\_\_\_\_

DIVISION/DISCIPLINE: \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_

COLLEGE: \_\_\_\_\_

Faculty may advance across the classes using the following methods: (Check the appropriate box that applies to your proposal.)

PLEASE NOTE: 1, 2 and 3 do not need approval by the PRC. Please submit your paperwork directly to Human Resources.

**GRADUATE COURSE (S)**

1. ☐ Unit requirements for advancement in classes must be completed after the baccalaureate degree is granted and from an institution recognized by the American Council on Education

**LEARNING COMMUNITIES**

2. ☐ Faculty members who participate in learning communities can receive credit. For every unit of linked-class time (not faculty member's own class) a faculty member shall receive one (1) semester unit credit 8.9.7.2 (1). Maximum of six (6) unit equivalents per salary/class change.

**SERVICE LEARNING**

3. ☐ Faculty members who include service learning projects in their curriculum can receive credit. For every ten (10) students in a service learning project per semester, the faculty member shall receive one (1) semester unit credit 8.9.7.2 (2). Maximum of six (6) unit equivalents per salary/class change.

**For 4 and 5:**

- Submit 10 copies of application plus original to PRC in care of Human Resources Office.
- Submit 10 copies of completion report, pursuant to the requirements stated in Article 8.9.3 and restated in the last paragraph of this form in bold, for credit on the Salary Schedule in that academic year.

**UNDERGRADUATE COURSE CREDIT (S)**

4. ☐ Undergraduate coursework may be counted toward salary schedule advancement if it can be demonstrated that such coursework advances the instructor's skill and/or ability in his or her assignment (8.9.5). To assure credit, faculty should seek approval from the PRC.

**NON-ACADEMIC EXPERIENCE (S)**

5. ☐ To assure credit, faculty should seek approval from the PRC prior to undertaking the experience. To receive credit, the instructor shall submit a written report of the work completed and its relevant value (8.9.6). Attach Proposal. 60 hours shall be required to earn 1 unit. Maximum of six (6) unit equivalents per salary/class change.

PRC Meeting: \_\_\_\_\_

Action (Undergraduate course credit and non-academic experience only):

## PROCEDURE FOR SALARY/CLASS CHANGE APPLICATION

- I. Fill out cover sheet and attach your proposal.
- II. Submit proposal to the PRC for approval prior to undertaking undergraduate units and nonacademic experience. Graduate units, service learning and learning community activities are not forwarded by HR to the PRC.

### A. Service Learning: ten (10) students per semester = one (1) unit of credit

Develop, implement, supervise and evaluate student service learning projects. Required verification: a list of students participating in service learning.

A maximum of six (6) unit equivalents may be credited to any single salary/class movement.

### B. Learning Communities:

Each unit of linked classroom time (not your own class) equals one (1) semester unit of credit. To qualify, participate in a linked class for a minimum of one hour per week and confer with your colleague on the planning of classroom activities and instructional strategies. Required verification of completion: name of learning community, semester, other faculty member's name and statement of hours spent per week.

A maximum of six (6) unit equivalents may be credited to any single salary/class movement.

### C. Nonacademic Experience: 60 hours equals one (1 ) unit of credit

Credit may be granted for nonacademic experiences only if they have been completed outside of assigned working hours. When computing credit for activities for a salary/class change, credit will be awarded on the basis of the documented hours spent on the relevant activities. Examples of acceptable activities may include but are not limited to the following list:

Continuing Education Units: Required verification of completion: official certificate of completion showing the hours/units completed.

Continuing Education Hours: Required verification of completion: official certificate of completion from a professional association showing the hours completed.

Instructionally-Related Travel: If the plan for professional recognition increment includes travel, the plan shall show the relationship of the proposed travel experience to the professional growth of the applicant, and describe the educational benefit and relevancy. Credit shall be awarded for the time spent on the relevant activity. Required verification of completion: travel report which includes a log of dates, number of hours, and short description of relevant activities.

Workshops, Conferences: Required evidence of completion: official certificate of attendance or equivalent and hours in attendance.

Work Experience, Research/Writing Project and Publication: Required evidence of completion: report which includes a log of dates and number of hours spent on relevant activities, and

documentation, such as an official letter related to the work experience and research. If a writing project or publication is involved, a copy should be presented to the Committee. A maximum of six (6) unit equivalents may be credited to any single salary/class movement.

### **III. Preparing the Plan**

#### **A. The activities addressed in the plan must be specifically described.**

1. When describing academic coursework to be taken, specify dates, course titles and descriptions, institution(s), and number of quarter/semester units. If exact course is unknown when submitting the plan, the applicant should provide a list of possible courses.
2. When describing travel activities, specify what will be completed, time frame, place, etc. and describe the educational benefit and relevancy.
3. For workshops or conferences, specify the host organization(s), approximate dates, and type of sessions typically included in the program(s).
4. When work experience or a project is involved, clearly describe the nature of the object, expected amount of time required for completion, etc.

#### **B. Modifications:** If the applicant wishes to make any changes, those changes must be submitted in writing to the PRC for approval. The plan change must be approved before applicant acts on the changed activities.

### **IV. A member of PRC will inform you in writing of your status.**

### **V. Verification of Completion of the Plan**

After completing the activities in the approved plan:

- A. Submit a written report to the PRC through the Human Resources Department describing the completed activities. Provide summaries, verification of attendance and logs for workshops, work experience, projects as required.
- B. Send official transcript(s) of completed units taken directly to Human Resources.

**All required verifying evidence of completion for movement down the salary schedule must be submitted to Human Resources. Verified information received by the 15<sup>th</sup> of any month within a regular annual payroll cycle for that faculty member shall be entitled movement on the pay schedule in the next monthly pay period, provided that the faculty member would have received a paycheck in that month. Verified information received after the 15<sup>th</sup> of the month or verified information received in a month which there is no regular pay period following, shall be paid in the next regular pay cycle.**

**SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT**

**PROFESSIONAL RECOGNITION APPLICATION  
Activity Payment**

Professional recognition is provided to encourage the continuing mastery of expanding knowledge and of the learning and teaching process.

Name: \_\_\_\_\_  
Division/Discipline: \_\_\_\_\_  
Assignment: \_\_\_\_\_  
College: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date of Hire: \_\_\_\_\_

Required components of Plan (attach proposal): (Check the appropriate box that applies to your proposal.)

- ☐ Proposed goals with statement of relevancy to professional growth.
- ☐ Description of activities to achieve goals.
- ☐ Method of documenting the activities (transcripts, logs, certificates, etc.).
- ☐ Relationship of goals and activities to District's educational program.

For approved professional growth activities, payment shall be made on the basis of \$175 per semester unit or the equivalent to a maximum of six (6) units within any three (3) year period.  
(10.2.1.1)

**Due Date:**

Application shall be submitted no earlier than the beginning of the first year of eligibility.  
(Faculty Contract, Article 10.2.1)

\_\_\_\_\_  
PRC Meeting: \_\_\_\_\_  
Action: \_\_\_\_\_

**SUBMIT 10 COPIES PLUS ORIGINAL TO P.R.C., IN CARE OF HUMAN RESOURCE OFFICE**

**PROFESSIONAL RECOGNITION APPLICATION**  
**Steps 14, 17 and 19 Movement**

Professional recognition is provided to encourage the continuing mastery of expanding knowledge and of the learning and teaching process.

Name: \_\_\_\_\_  
 Division/Discipline: \_\_\_\_\_  
 Assignment: \_\_\_\_\_  
 College: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date of Hire: \_\_\_\_\_

\_\_\_\_\_ Step 14      \_\_\_\_\_ Step 17      \_\_\_\_\_ Step 19

Required components of Plan (attach proposal outlining the following):

- **Proposed goals with statement of relevancy to professional growth.**
- **Description of activities to achieve goals.**
- **Method of documenting the activities (transcripts, logs, certificates, etc.).**
- **Relationship of goals and activities to District's educational program.**

**Due Date:**

- Application shall be submitted no earlier than the beginning of the first year of eligibility (Faculty Contract, Article 10.2.3).
- 
- **All required verifying evidence of completion for movement down the salary schedule must be submitted to Human Resources. Verified information received by the 15<sup>th</sup> of any month within a regular annual payroll cycle for that faculty member shall be entitled movement on the pay schedule in the next monthly pay period, provided that the faculty member would have received a paycheck in that month. Verified information received after the 15<sup>th</sup> of the month or verified information received in a month which there is no regular pay period following, shall be paid in the next regular pay cycle.**

Human Resources Department: Current Step \_\_\_\_\_

PRC Meeting: \_\_\_\_\_  
 Action: \_\_\_\_\_

**SUBMIT 10 COPIES PLUS ORIGINAL TO P.R.C., IN CARE OF HUMAN RESOURCES OFFICE**

## ELIGIBILITY FOR PROFESSIONAL RECOGNITION

### I. Verify eligibility:

#### To apply (10.2.2.1): Contact Human Resource Office.

- A. Step 14: 6 years at Step 5 or above.
- B. Step 17: 9 years at Step 5 or above.
- C. Step 19: 11 years at Step 5 or above.

#### To complete:

- A. Step 14: 9 years at Step 5 or above.
- B. Step 17: 12 years at Step 5 or above.
- C. Step 19: 14 years at Step 5 or above.

### II. Submission of Plan

- A. A plan may be submitted for Step 14 and Step 17 in Classes IV – VI, and Step 19 in Classes V – VI, no earlier than the first year of eligibility.
- B. In order to submit a plan for Step 17, the applicant must have completed activities for Step 14. The plan may be submitted no earlier than the first year of eligibility placement at Step 14 in Classes IV through VI.
- C. In order to submit a plan for Step 19, the applicant must have completed activities for Step 17. The plan may be submitted no earlier than the first year of eligibility placement at Step 17 in Classes V through VI.

### III. When to Begin Activities Specified in the Plans:

- A. When Step 11 has been reached and the plan for Step 14 has been approved, the applicant may initiate activities described in his/her plan. When the plan has been completed, verified by official transcripts or other required documents, and the longevity requirement has been reached (9 years at Step 5 or above), the faculty member will advance to Step 14 at the beginning of the next academic year.
- B. When Step 14 has been reached and a plan for Step 17 has been approved, the applicant may initiate activities described in his/her plan. When the plan has been completed, verified by official transcripts or other required documents, and when the longevity requirement has been reached (12 years at Step 5 or above), the faculty member may proceed to Step 17 at the beginning of the next academic year.
- C. When Step 17 has been reached and a plan for Step 19 has been approved, the applicant may initiate activities described in his/her plan. When the plan has been completed, verified by official transcripts or other required documents, and when the longevity requirement has been reached (14 years at Step 5 or above), the faculty member will advance to Step 19 at the beginning of the next academic year.

### IV. General Criteria for the Plan

- A. Activities shall have direct and significant relevance to the specific faculty assignment (10.4).
- B. Plan shall have approval by the PRC prior to the initiation of any activities
- C. The plan shall be equivalent to nine-semester units (10.4.1). One quarter unit is 2/3 of a semester unit.



- D. Three units in each plan shall be collegiate-level academic coursework (10.4.1). All coursework shall be completed at a college or university accredited by an agency recognized by the American Council on Education.

## V. Unit Criteria for Activities

Credit may be granted for activities only if they have been completed outside of assigned working hours (Section 10.4.3). When computing credit for activities other than academic/continuing education coursework, credit will be awarded on the basis of the documented hours spent on the relevant activities. Examples of acceptable activities may include but are not limited to the following list:

- A. Academic Coursework. Credit is awarded on the basis of semester units of undergraduate/graduate work granted from an accredited college or university including college credit earned from conferences or institutes. Required verification of completion: official transcript sent directly to the Human Resources Department by an accredited college or university.
- B. Continuing Education Units: Continuing Education Units recorded on an official transcript from a college/university accredited by the American Council on Post-Secondary Education will be credited according to that institution's policy. 1.5 continuing education units earned through at least 15 hours of learning activity are equivalent to one (1) semester unit (10.4.1.a). Required verification of completion: official certificate of completion.
- C. Continuing Education Hours: Continuing Education Hours documented by official certificate from a professional association by the State of California is credited as follows: 15 hours per semester unit. Without such official documentation, credit is awarded on a 45 hour per semester unit basis.
- D. Instructionally-Related Travel: If the plan for professional recognition increment includes travel, the plan shall show the relationship of the proposed travel experience to the professional growth of the applicant, and describe the educational benefit and relevancy. Credit shall be awarded for the time spent on the relevant activity. Forty-five (45) hours is the equivalent of one (1) semester unit with a maximum of three (3) units in any 9-unit block (10.4.2). Required verification of completion: travel report which includes a log of dates, number of hours, and short description of relevant activities.
- E. Workshops, Conferences: For District-sponsored in-service training or workshops, one (1) semester unit will be allowed for each forty-five (45) hours of participation at such sessions if the sessions are held outside the unit member's assigned working hours (10.4.3). Required evidence of completion: official certificate of attendance or equivalent.
- F. Work Experience, Research/Writing Project and Publication: Sixty (60) hours in "work experience" equals one (1) semester unit (maximum of three (3) units in any 9-unit block) (Section 10.4.1.b). Required evidence of completion: Report which includes a log of dates and number of hours spent on relevant activities, and documentation, such as an official letter related to the work experience and research. If a writing project or publication is involved, a copy should be presented to the Committee.
- G. Learning Communities  
Faculty members who participate in learning communities can receive credit. For every unit of linked-class time (not faculty member's own class) a faculty member can receive one (1) semester unit credit. Maximum of six (6) unit equivalents per step. (10.3.8.2) (1).
- H. Service Learning  
Faculty members who include service learning projects in their curriculum can receive credit. for every ten (10) students in a service learning project per semester, the faculty member shall

receive one (1) semester unit credit. Maximum of six (6) unit equivalents per step (10.3.8.2 )(2).

## **VI. Preparing the Plan**

The written plan should address these specific requirements:

1. The overall purpose/goal must be clearly defined. All varied and enriching activities should be related to the overall goal. In this sense, the applicant will have developed a "plan" rather than a list of several activities which may/may not have an apparent relationship to an overall goal.
2. The activities addressed in the plan must be specifically described.
  - a. When describing academic coursework to be taken, specify dates, course titles and descriptions, institution(s), and number of quarter/semester units. If exact course is unknown when submitting the plan, the applicant should provide a list of possible courses.
  - b. When describing travel activities, specify what will be completed, time frame, place, etc. and describe the educational benefit and relevancy.
  - c. For workshops or conferences, specify the host organization(s), approximate dates, and type of sessions typically included in the program(s).
  - d. When work experience or a project is involved, clearly describe the nature of the project, expected amount of time required for completion, etc.
3. Finally, each plan should address how the overall goal and specific activities are directly and significantly related to the assignment and to the overall educational program in the District.
4. Applications should be submitted to the Human Resources Office (10.2.3).
5. Modifications: If the applicant wishes to make any changes, those changes must be submitted in writing to the PRC for approval. The plan change must be approved before applicant acts on the changed activities.

## **VII. Verification of Completion of the Plan**

After completing the activities in the approved plan:

- A. Submit a written report to the PRC through the Human Resources Department describing the completed activities. Provide summaries, verification of attendance and logs for workshops, work experience, projects as required.
- B. Send official transcript(s) of completed units taken directly to Human Resources.

**All required verifying evidence of completion for movement down the salary schedule must be submitted to Human Resources. Verified information received by the 15<sup>th</sup> of any month within a regular annual payroll cycle for that faculty member shall be entitled movement on the pay schedule in the next monthly pay period, provided that the faculty member would have received a paycheck in that month. Verified information received after the 15<sup>th</sup> of the month or verified information received in a month which there is no regular pay period following, shall be paid in the next regular pay cycle.**

**SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT**  
San Jose City College . Evergreen Valley College



Office of Human Resources

**REQUEST FOR FACULTY REDUCED WORKLOAD RETIREMENT PLAN**

\_\_\_\_\_  
Name Assignment Location

I request a \_\_\_\_\_(%) F.T.E. reduced workload for the Fall \_\_\_\_\_(Year) semester.

I request a \_\_\_\_\_(%) F.T.E. reduced workload for the Spring \_\_\_\_\_(Year) semester.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
President's Signature

\_\_\_\_\_  
Date

**This form must be submitted to Human Resources by April 1, of the preceding school year. Per FA contract article 18.2**

**Any change to the above schedule must be submitted Human Resources after it has been approved by the faculty member and department Dean.**

***Please forward this approved copy to Human Resources for Board approval***

Mellanie Reynolds  
Human Resources  
408-223-6735



## San Jose/Evergreen Community College District

**EMPLOYEE CLASS ENROLLMENT FEE WAIVER**

Name: \_\_\_\_\_ Employee #: \_\_\_\_\_

Department: \_\_\_\_\_ Location: ☐ EVC ☐ SJCC ☐ D.O.

Semester/Year request is for: \_\_\_\_\_ Classification: \_\_\_\_\_

The Employee Class Enrollment Fee Waiver provides the opportunity to attend classes within the San Jose/Evergreen Community College District. Courses must be taken outside of the employee's normal work schedule. This is not a guarantee of enrollment in a class(es); employees who wish to enroll in a course must submit to normal District processes regarding admission and enrollment.

Human Resources will verify your employee status as a regular employee. When completed forward this form to the Office of Admissions and Records. **Please note: A new form is required for each semester.**

**Please check the appropriate box listed below:**

- ☐ **I am a full time, Faculty Association Bargaining Unit Member:** Effective spring 2003, the SJECCD will pay all fees for Faculty who choose to take classes at SJECCD. (See Article 4.11)
- ☐ **I am an active Adjunct Faculty Member:** Effective spring 2003, the SJECCD will pay all fees for Faculty who choose to take classes at SJECCD. (See Article 4.11)
- ☐ **I am a Classified, CSEA Bargaining Unit Member:** Effective spring 1998, the SJECCD will pay the unit fee only for CSEA members who choose to take classes at SJECCD. Such courses may also be eligible for Professional Growth payments if classes were taken after the employee has completed the (1) one year probationary period.

**Please note:** All other fees associated with the employee registration, as a student, are the responsibility of the employee/student.

Effective spring 2003, the SJECCD will pay all fees for Managers, Supervisors and Confidential employees of the District who choose to take classes at SJECCD.

- ☐ **I am a Manager**
- ☐ **I am a Supervisor**
- ☐ **I am a Confidential Employee**

**I have read the information above and understand the conditions of the Employee Class Enrollment Fee Waiver which applies to me.**

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Human Resources Only:**

This is to verify that the employee whose name appears above, is eligible as a regular employee of the San Jose/Evergreen Community College District for the Employee Class Enrollment Fee Waiver.

**Admissions & Records Only:**

Date: \_\_\_\_\_

CRT'd \_\_\_\_\_

Total Units: \_\_\_\_\_

Amt Waived: \_\_\_\_\_

Amt Paid: \_\_\_\_\_

The above named employee is:

☐ ELIGIBLE ☐ NOT ELIGIBLE

Human Resources representative signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #7**

**INTERIM ADMINISTRATIVE PROCEDURES:  
INVESTIGATION AND RESOLUTION OF COMPLAINTS REGARDING  
HARASSMENT AND UNLAWFUL DISCRIMINATION**

- **Based on ethnic group identification, race, color, language, accent, immigration status, ancestry, national origin, age, gender, religion, sexual orientation, transgender, marital status, veteran status, medical condition, physical or mental disability, and sexual harassment.**

**SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT  
4750 San Felipe Road  
San Jose, CA 95135**

*[The following interim discrimination complaint procedures are to be used pending approval of the final district discrimination complaint procedures. These interim procedures have updated the 2000 procedures to reflect required changes in Title 5 and District policy. Because of the need to bring our procedures into compliance with Title 5 and board policy these interim procedures will be temporarily adopted, even though they have not gone through the approved consultation process. This should not be considered the standard process for approval of these procedures and should not be considered as setting precedence as to the manner in which these procedures should be adopted.]*

The goal of the San Jose/Evergreen Community College District is to have a process that is sensitive to the needs of students, employees, and individuals who interact with the college community, as well as the rights of those against whom allegations have been made. It is the policy of the San Jose /Evergreen Community College District to provide an educational and employment environment in which no person shall be unlawfully denied full and equal access to, the benefits of, or be subjected to harassment or discrimination in any program or activity of the District. The District has adopted a zero tolerance policy against behavior that amounts to discrimination or harassment. Zero tolerance means that in all instances where discrimination or harassment is found corrective action will be taken in accordance with state law and the District's collective bargaining agreements and policies.

Any person who feels that they have been harassed or discriminated against based on race, color, ancestry, national origin, ethnic group identification, age, gender, transgender, immigration status, language, accent, religion, sexual orientation, marital status, veteran status, medical condition, physical or mental disability, or sexually harassed shall have the right to file a complaint. Complaints may also be filed by a faculty member or administrator who has learned of such unlawful discrimination in his or her official capacity. The procedures outlined below govern the process of complaints filed against an employee of the District. If the complainant is a student and the respondent is also a student, such complaints shall be handled through the appropriate campus offices (ADA., Title 9, Sexual Harassment) and students disciplinary procedures.

**INFORMAL PROCESS:**

An individual who has reason to believe that he or she may have been a victim of harassment or discrimination based on race, color, ancestry, national origin, ethnic group identification, age, gender, transgender, immigration status, language, accent, religion, sexual orientation, marital status, veteran status, medical condition, physical or mental disability, or sexually harassed may resolve the matter through an informal process which is optional and not a prerequisite to filing a formal complaint.

The District has established the following informal procedure to resolve charges of harassment or discrimination within thirty (30) calendar days:

1. A person who alleges that he or she has personally suffered harassment or discrimination, or would like assistance in determining whether or not he or she has been or is a victim of harassment or discrimination should be referred to the designated Campus Officer at the campus at which he or she is employed, where the incident occurred, or at which he or she is a student, or may contact the District Officer directly to discuss his or her concerns. District Office employees should contact the District Officer .

2. The Campus or District Officer shall meet with the concerned individual to:
  - a. understand the nature of the concern;
  - b. undertake efforts to informally resolve the charges;
  - c. advise the complainant that he or she need not participate in informal resolution;
  - d. notify complainant of his or her right to file a formal complaint and provide the complainant with a copy of the District's discrimination and sexual harassment policies and procedures ;
  - e. assist the individual in any way advisable, and inform the concerned individual that he or she may also file a non-employment-based complaint with the Office for Civil Rights of the U.S. Department of Education (OCR), and that employment-based complaints may be filed with the California Department of Fair Employment and Housing (DFEH), or the U.S. Equal Employment Opportunity Commission (EEOC).
3. The Campus or District Officer shall notify the respondent of the complaint within ten (10) working days, or, if the respondent is on leave or not scheduled to work, and unable to be contacted, within 10 days of his/her first working day. Efforts at informal resolution need not include any investigation unless the responsible Campus or District Officer determines that an investigation is warranted. If the parties agree to a proposed resolution that does not include disciplinary action, the resolution shall be implemented and the informal process shall be concluded. If the parties reach an agreement resolving the complaint, a letter summarizing the informal investigation and the resolution agreed upon shall be sent to the complainant and the respondent, and kept as a part of the District record. However, this shall not be part of the personnel file unless it is included as a disciplinary action, subject to the conditions of the collective bargaining agreements.
4. At any time during the informal process, the complainant may initiate a formal complaint. Selecting an informal resolution does not extend the time limitations for filing a formal complaint. Efforts at informal resolution may continue after the filing of a formal written complaint. After a formal complaint is filed, however, an investigation is required to be conducted pursuant to Title 5, section 59334 and will be completed unless the matter is informally resolved and the complainant dismisses the formal complaint. Any efforts at informal resolution after the filing of a written complaint will not exceed the 90-day period for rendering the administrative determination pursuant to Title 5, section 59336.
5. The Campus or District Officer shall keep a written log of discussions and a record of the resolution. This information shall become part of the official investigation file if the complainant initiates a formal complaint.
6. Once a complaint is put in writing, using the District's formal complaint form and signed by the complainant, the complaint is considered to be formal and the formal complaint procedures will be followed.

#### **FORMAL PROCESS**

A formal complaint may be filed by any person who alleges that he or she has personally suffered harassment or discrimination based on race, color, ancestry, national origin, ethnic group identification, age, gender, transgender, immigration status, language, accent, religion, sexual orientation, veteran status, marital status, medical condition, physical or mental disability or alleges that he or she has been sexually harassed. A formal complaint may also be filed by anyone who has learned of such unlawful discrimination in his or her official capacity as a faculty member or administrator.

The District has established the following formal procedure to resolve charges of harassment or discrimination within ninety (90) calendar days:

1. Any person wishing to file a formal complaint shall complete, sign and file the District's Unlawful Discrimination Complaint form within the deadlines prescribed below:
  - a. In any complaint not involving employment, the complaint shall be filed within one year of the date of the alleged discrimination, or within one year of the date on which the



complainant knew or should have known of the facts underlying the allegation of discrimination.

- b. In any complaint alleging discrimination in employment, the complaint shall be filed within 180 days of the date the alleged discrimination occurred, except that this period could be extended by no more than 90 days following the expiration of the 180 days if the complainant first obtained knowledge of the facts of the alleged violation after the expiration of the 180 days.
2. Complainants shall be advised that they may also file their non-employment-based complaints with OCR and their employment-based complaints with DFEH and/or EEOC. In any complaint alleging unlawful discrimination, the district shall forward a copy of any filing with DFEH to the Chancellor's office for a determination of whether the issues presented require an independent investigation of the matter.
3. On the complaint form, the complainant shall describe in detail such alleged harassment or discrimination. All written complaints shall be signed and dated by the complainant, and shall contain, to the best of the complainant's ability at least the name(s) of the individual(s) involved, the date(s) of the event(s) at issue, and a detailed description of the actions constituting the alleged harassment or discrimination. Names, addresses and phone numbers of witnesses or potential witnesses should also be included. The Diversity Directors, or Vice Chancellor of Human Resources (hereinafter "the Responsible Officer") may act as a resource to ensure that the complaint form is filled out as completely as possible. The Vice Chancellor of Human Resources shall immediately send a copy of all complaints filed in accordance with the Title 5 regulations to the Chancellor of the California Community College System.
4. Within five (5) working days after receipt of a signed complaint, the Responsible Officer will review the complaint to determine whether it describes the kind of harassment or discrimination which is prohibited under these procedures, and whether the complaint sufficiently describes the facts of the alleged misconduct. If the complaint does not describe the kind of prohibited conduct the District investigates under these procedures, the complainant will be notified and will be referred to the appropriate process. If the complaint does not sufficiently describe the facts giving rise to the complaint so that a determination can be made regarding the alleged misconduct, the complaint will be returned, and the complainant will be invited to submit an amended complaint providing enough factual detail to allow the above determination to be made.
5. Within ten (10) working days of receiving the complaint, (or, if the complaint is returned, on receipt of an amended complaint,) the Responsible Officer shall appoint an investigator to investigate the charges and send a copy of the complaint and these procedures to the respondent ten (10) working days, the Responsible Officer shall also notify the respondent that a complaint has been received, and provide a copy of the complaint to the respondent. However, the respondent will be asked not to make contact or to discuss the issue with the complainant, but to meet with the investigator in accordance with the following timelines.
6. Within ten (10) working days of the appointment, the investigator shall meet with the complainant to review the nature of the complaint and identify the scope and nature of the investigation. If the complainant fails to meet with the investigator within a reasonable time (usually 30 working days), the District will continue the investigation to the best of its abilities based on the written formal complaint.
7. Within ten (10) working days of meeting with the complainant or thirty (30) days as noted above, the investigator shall give the respondent an opportunity to meet with the investigator to receive the respondent's answer to the complaint, and to review with respondent the scope and nature of the investigation.
8. The investigator will review all credible factual information presented and incorporate such information into the investigative report. Confidentiality will be maintained to the extent possible.
9. The investigator shall complete a full investigation. Prior to completing the investigation, the



investigator shall meet separately with the complainant and respondent, and give an overview of the steps taken during the investigation. The investigator will reveal to the complainant and respondent what was done and the people the investigator spoke with during the investigation. Complainant and respondent will also be asked for the names of any other individuals the investigator should speak with or if there is anything else he/she would like for the investigator to do before finalizing his/her report.

10. The results of the investigation shall be set forth in a written report and presented to the "Determination Panel".
11. The Determination Panel should be composed of the Vice Chancellor of Human Resources, the respective college president and the college sexual harassment officer or Diversity Director (depending upon the nature of the complaint) or persons appointed by any of them as designees. Within ten (10) working days of reviewing the investigator's report, it shall be the responsibility of the Panel to determine whether there is probable cause to believe that harassment or discrimination occurred with respect to each allegation in the complaint. The Panel's findings shall take into consideration the severity of the conduct, the pertinent background, and other relevant District Policies.  
If the allegations are sustained in any respect, the Determination Panel shall make recommendation to The District Chancellor regarding the administrative or disciplinary action to be taken, which may include a warning, reprimand, suspension, dismissal, or any other measure recommended by the Determination Panel and deemed appropriated by the Administration. If disciplinary action is recommended, appropriate contractual and statutory processes will be invoked.
12. The District shall complete its investigation, and the Vice Chancellor of Human Resources shall forward to the complainant, respondent, and the State Chancellor within ninety (90) calendar days of receiving a complaint.
  - a. a summary of the investigative report;
  - b. a written notice setting forth:
    - (1) the findings of the Determination Panel as to whether there is probable cause to believe that harassment or discrimination occurred with respect to each allegation in the complaint;
    - (2) a description of actions taken, if any, to remedy any discrimination or harassment that occurred, and to prevent similar problems from occurring in the future;
    - (3) the proposed resolution of the complaint;
    - (4) the complainant's appeal rights; and
    - (5) the respondent's right to file with the responsible officer a written response to the findings of the Determination Panel for its review.
13. The respondent shall, upon receiving the Determination Panel's findings and recommendations, have the opportunity to respond in writing within ten (10) calendar days. Respondent's written response shall be included in the investigation file.

#### **APPEAL RIGHTS:**

**First level of appeal:** If the complainant is not satisfied with the results of the formal level determination, the complainant may appeal by submitting written objections, to the District Board of Trustees, through the District Chancellor, within fifteen (15) calendar days of the receipt of the determination. The District's governing board will issue a final District decision in the matter within 45 calendar days after receiving the appeal. Alternatively, if the governing board does not act within 45 calendar days, the original decision in the administrative determination will be deemed to be affirmed and shall become the final District decision in the matter. A copy of the final decision rendered by the District's governing board or the board's inaction on the appeal, and a copy of the notice informing complainant of his/her right to appeal to the State Chancellor's Office will be forwarded to the complainant, respondent and to the State Chancellor's Office.

**Second level of appeal:** If the complainant is not satisfied with the District Board of Trustees' decision, the complainant shall have the right to file a written appeal with the State Chancellor's Office in any case not involving employment discrimination. In cases involving employment discrimination a complainant may file an appeal with the State Chancellor's Office. The State

Chancellor's Office, however, has the discretion to accept or reject employment-related appeals<sup>1</sup>. The State Chancellor's Office will also only accept appeals that are based on the protected categories enumerated in section 59300 of Title 5. Appeals to the State Chancellor's Office must be filed within thirty (30) calendar days after the Board of Trustees has issued the final District decision or allowed the administrative determination to become final by taking no action. The appeal must be in writing and accompanied by a copy of the decision of the governing board or evidence showing the date on which the complainant filed an appeal with the governing board, and a statement under penalty of perjury that no response was received from the governing board within 45 days from that date.

#### **FORWARD TO STATE CHANCELLOR**

Within 150 days of receiving a complaint, the District will forward the following to the Chancellor:

- a. A copy of the final district decision rendered by the governing board or a statement indicating the date on which the administrative determination became final as a result of the governing board's decision to take no action on the appeal within 45 days.
- b. A copy of the notice of appeal rights the District sent the complainant.
- c. Such other information as the State Chancellor may require.

#### **EXTENSIONS**

If for reasons beyond its control, the District is unable to comply with the 90-day or 150-day deadlines specified above for submission of materials to the complainant and the State Chancellor's Office, the Responsible Officer will file a written request that the State Chancellor grant an extension of the deadlines established by Title 5 in sections 59336 and/or 59340 and will set forth the reasons for the request and the date by which the District expects to be able to submit the required materials.

A copy of the request for an extension will be sent to the complainant, who may file written objections with the State Chancellor within five (5) days of receipt.

The State Chancellor may grant the request unless delay would be prejudicial to the complainant. If the State Chancellor grants an extension of the 90-day deadline, the 150-day deadline is automatically extended by an equal amount.

#### **WHERE TO FILE AN INFORMAL HARASSMENT OR DISCRIMINATION COMPLAINT**

Informal complaints may be filed by contacting the designated District and/or Campus Officers, who may accept informal complaints from any location within the San Jose/Evergreen Community College District.

#### **Designated Campus Officers:**

- a. Title IX Officers: Sexual harassment and gender discrimination.
- b. ADA Coordinators: Disability discrimination.
- c. Deans of Counseling or  
Student Grievance Officers: Discrimination and harassment complaints involving students.
- d. Diversity Directors: All discrimination / harassment complaints.

#### **Designated District Officer:**

- a. Vice Chancellor of Human Resources: Sexual Harassment and discrimination complaints.

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<sup>1</sup>. In State Chancellor legal advisory No. 04-04, dated January 15, 2004,, the State Chancellor's Office agreed to accept DFEH decisions and generally will not accept appeals in employment discrimination cases. Legal advisory No. 04-04 also stated that, in limited circumstances the State Chancellor's Office will intervene, such as when intervention might bring about a resolution at the informal level or when some unique aspect of community college governance is at issue and the expertise of the State Chancellor's Office is needed.

**HOW TO FILE A FORMAL HARASSMENT OR DISCRIMINATION COMPLAINT:**

Complaints of sexual harassment or discrimination on the basis of race, color, national origin, ethnic group identification, age, gender, transgender, immigration status, language, accent, religion, sexual orientation, marital status, veteran status, medical condition, physical or mental disability filed against an employee of the District should be directed to the Vice Chancellor of Human Resources or the Diversity Office. A copy of these procedures, and the District's Unlawful Discrimination Complaint Forms, are available in the District Human Resources Office, the District Chancellor's Office, the President's Office at each campus, the Office of the President of the Associated Student Body, the Diversity Director's Office, and the Disabled Student's program at either campus.

An individual may also file a complaint of unlawful discrimination with the Equal Employment Opportunity Commission, 96 N. Third St. Suite 200, San Jose, CA 95112, or the Department of Fair Employment and Housing, 111 N. Market St. Ste. 810, San Jose CA 95113 or the Office of Civil Rights of the U.S. Department of Education, 50 United Nations Plaza, Rm. 239, San Francisco, CA 94102 at the time of filing a complaint or during, or after use of the District harassment or discrimination complaint process.

Completed complaint forms are to be mailed or taken to:  
Diversity Office or Office of Human Resources  
San Jose/Evergreen Community College District  
4750 San Felipe Rd,  
San Jose, CA 95135

July 24, 2004, as amended on July 19, 2005

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #8**

On June 21<sup>st</sup>, our session of Human Heredity class was based on a development chapter. Professor Sheldon began to talk about something that had no mention in the textbook. I found many parts of her lecture highly offensive and unscientific. She presented this information, however, as hard science.

She said that a German study found that pregnant mice, when subjected to severe stress, would produce gay male rats. She said that the scientists cut off the pregnant mouse's tail and dipped her in scalding water. I later found a website explaining what I am quite sure is the study she was referencing. The study only used one mouse in the experimental group and one mouse in the control group. Not only that, the study did not explain how they determined that the offspring were gay.

Professor Sheldon said that there are hardly any gay men in the Middle East because the women are treated very nicely. That comment was inaccurate, baseless, and offensive. First of all, determining a gay population is very difficult, and somewhat impossible if the atmosphere in that region is completely intolerant to gays. Also, I found it offensive that she thought women who must have written notes from a man to attend school are treated nicely.

A student asked Professor Sheldon what causes homosexuality in women. Professor Sheldon promptly replied that there aren't any real lesbians. According to her, women simply get tired of relationships with men and pursue them with women.

To conclude her lecture, she addressed the men in the classroom, saying that if they want a "nice," and strong son, they should treat their wives very nicely (do things like "open doors for them"). And she said, if they wanted a "sensitive" son, they should abuse their wives.

Even after a month of waiting to cool down, I am still horribly offended.

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #9**

## June Sheldon

---

**From:** "Hanfling, Barbara" <Barbara.Hanfling@sjcc.edu>  
**To:** "June Sheldon" <jsheldon@ebold.com>  
**Sent:** Monday, October 22, 2007 11:47 AM  
**Subject:** FW: June Sheldon-Informal Student Complaint

Here you go June, this is what we worked on. It was the third draft. We sent another one out earlier and then made a number of small changes.

Barbara

### Barbara Hanfling

Executive Director  
San Jose/Evergreen Faculty Association, AFT 6157

Phone 408 288-3106  
Fax 408 295-7482

FA Website: [www.fa-aft6157.org](http://www.fa-aft6157.org)

San José City College, SC 213  
2100 Moorpark Avenue  
San Jose, CA 95128-2799

---

**From:** DeLaRosa, Deborah  
**Sent:** Monday, September 10, 2007 5:16 PM  
**To:** Martin, Leandra; Hanfling, Barbara; DeLaRosa, Deborah; Sheldon, June  
**Subject:** June Sheldon-Informal Student Complaint

Dean Leandra Martin,

On Thursday, September 6, 2007, you and Dean Lois Lund met with AFT 6157 Executive Director Barbara Hanfling, Grievance Officer Debbie De La Rosa and adjunct faculty member June Sheldon to discuss an informal complaint made by a student attending June Sheldon's Human Heredity class offered during the 2007 summer session.

At this meeting we discussed the student complaint, academic freedom rights and prevailing mainstream scientific thought. We also agreed that a meeting with June Sheldon and appropriate biology full time instructors would take place. A full time faculty member attending this meeting will need to summarize, in writing, the discussion. The meeting would be for an hour and would discuss the following questions:

- How are controversial issues, such as race, gender and sexual preference, as they relate to course curriculum, presented or taught in the classroom?
- What criteria is used to present these issues in a fair and objective manner?

At this time there is no need to begin research on this specific issue.

Dean Leandra Martin also agreed to contact the student and let her know that a meeting with the faculty member had taken place and that an investigation was under way. It is important that this initial meeting and a follow-up meeting take place over the next month so this complaint and process does not drag on.

10/25/2007

SvD\_Compl\_Ex\_9\_0308

Please confirm by Monday September 17, 2007 that you are in agreement with this summary and plan.

Thanks,

Debbie DeLaRosa  
Grievance Officer  
FA, AFT 6157

10/25/2007

SvD\_Compl\_Ex\_9\_0309



**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #10**

## June Sheldon

**From:** "Hanfling, Barbara" <Barbara.Hanfling@sjcc.edu>  
**To:** "Martin, Leandra" <Leandra.Martin@sjcc.edu>  
**Cc:** "DeLaRosa, Deborah" <Deborah.DeLaRosa@evc.edu>; "June Sheldon" <jsheldon@ebold.com>  
**Sent:** Monday, October 22, 2007 12:00 PM  
**Subject:** RE: meeting

Leandra, The Union is writing this email on behalf of June Sheldon. Last Friday June attended a profession teaching diversity workshop at Foothill DeAnza on Friday October 19<sup>th</sup> and would be happy to give you information about the curriculum and emphasis.

She took this class because she took seriously the concerns that were raised at the meeting and hopes and anticipates that perhaps the issues that were raised at the meeting could be better taken care of through her taking more classes on diversity which could be mutually agreed upon.

At this time, June would respectfully like to decline from having a meeting with a couple of Biology faculty as she is concerned about fairness and objectivity based on who the complainant is and the fact that the complainant's mother is an officer in the Union. We are aware that a letter was sent agreeing to this meeting, but at this time June is feeling very uncomfortable about this meeting.

Perhaps we can set up another meeting to with you, June, the Union and Lois and come up with goals and objectives which could be achieved by June Sheldon without the need for a meeting in her department.

Thank you for getting back to us.

Barbara

**Barbara Hanfling**  
Executive Director  
San Jose/Evergreen Faculty Association, AFT 6157

Phone 408 288-3106  
Fax 408 295-7482

FA Website: [www.fa-aft6157.org](http://www.fa-aft6157.org)

San José City College, SC 213  
2100 Moorpark Avenue  
San Jose, CA 95128-2799

----- Original Message -----

**From:** Martin, Leandra  
**To:** [jsheldon@ebold.com](mailto:jsheldon@ebold.com)  
**Sent:** Wednesday, October 17, 2007 2:46 PM  
**Subject:** meeting

Hi June, I would like to set up a meeting with the biology faculty and you sometime in the next two weeks. I have contacted them about their availability. Please let me know when you would be available. Leandra

Leandra Powell Martin, Ed.D.  
Dean of Math and Science  
San Jose City College  
2100 Moorpark Avenue  
San Jose, Ca 95128-2799  
408-288-3716  
Fax 408-275-9386

10/25/2007

SvD\_Compl\_Ex\_10\_0311

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #11**

**June Sheldon**

**From:** "Martin, Leandra" <Leandra.Martin@sjcc.edu>  
**To:** "June Sheldon" <jsheldon@ebold.com>  
**Sent:** Friday, October 19, 2007 4:05 PM  
**Subject:** RE: Spring 08 Again

June,  
 For spring 08 I can offer you the same classes you have this semester:  
 Micro 70 lab TTh 2:20 -5:25 pm & TTh 6:15 – 9:20 pm.  
 Let me know if this works for you.  
 Leandra

---

**From:** June Sheldon [mailto:jsheldon@ebold.com]  
**Sent:** Saturday, May 26, 2007 7:24 AM  
**To:** Martin, Leandra  
**Cc:** June on laptop  
**Subject:** Re: Spring 08 Again

Hi, Leandra,

Congradulations on your doctorate!  
 And thank you for meeting with me this past Thursday so that you could explain to me how the fall schedule in the catalog was in error.  
 I really appreciate your fixing the fall schedule so I have the original Micro labs assigned to me again.

Thanks,

June

----- Original Message -----

**From:** Martin, Leandra  
**To:** Thompson, Roi Ann ; [adibhagya@yahoo.com](mailto:adibhagya@yahoo.com) ; [ann@3dsafety.com](mailto:ann@3dsafety.com) ; [carlbabb@earthlink.net](mailto:carlbabb@earthlink.net) ; [ideal\\_balance\\_wellness@yahoo.com](mailto:ideal_balance_wellness@yahoo.com) ; Johnson, Kent ; [jsheldon@ebold.com](mailto:jsheldon@ebold.com) ; [msfitzgerald72@yahoo.com](mailto:msfitzgerald72@yahoo.com) ; [rjohnson@best.com](mailto:rjohnson@best.com) ; [saneefk@yahoo.com](mailto:saneefk@yahoo.com) ; [sudhi1@yahoo.com](mailto:sudhi1@yahoo.com) ; Taylor, David ; Thompson, Roi Ann ; [pinedajo@msu.edu](mailto:pinedajo@msu.edu) ; [atfran@science.sjsu.edu](mailto:atfran@science.sjsu.edu) ; [asinha071@yahoo.com](mailto:asinha071@yahoo.com) ; [bill\\_carlson@comcast.net](mailto:bill_carlson@comcast.net) ; Di Pietro, Rick ; [hoangfrank@gmail.com](mailto:hoangfrank@gmail.com) ; Ibrahim, Sami A. ; Khattak, Rangin ; [kim.n@earthlink.net](mailto:kim.n@earthlink.net) ; [preeti@srinivasans.com](mailto:preeti@srinivasans.com) ; [ryan.schoenfeld@roche.com](mailto:ryan.schoenfeld@roche.com) ; [surjit\\_saini@yahoo.com](mailto:surjit_saini@yahoo.com) ; [wang932@yahoo.com](mailto:wang932@yahoo.com) ; Wilson, Leigh ; [apluu@yahoo.com](mailto:apluu@yahoo.com) ; Bhagi, Savita ; [clubdeuce@sbcglobal.net](mailto:clubdeuce@sbcglobal.net) ; [hlessing@forumrsa.com](mailto:hlessing@forumrsa.com) ; [hema\\_nadkarni@yahoo.com](mailto:hema_nadkarni@yahoo.com) ; Jensen, Karlene ; Jonish, David ; Jonish, David ; [k\\_r\\_jensen@yahoo.com](mailto:k_r_jensen@yahoo.com) ; Kalantar, Mansour ; Kovaleva, Olga ; Kovaleva, Olga ; Langlois, William ; Lessing, Henry ; Mellema, Wilbur ; Nguyen, Tuanh ; Padma Tanniru ; Pardo, Ralph ; Pardo, Ralph ; Rienhart, John ; Rienhart, John ; Sadeghi, Bijan ; Sadeghi-Hassanva, Bijan ; [sandydes@comcast.net](mailto:sandydes@comcast.net) ; [savitabhagi@yahoo.com](mailto:savitabhagi@yahoo.com) ; Sioshansi, Azar ; Sioshansi, Azar ; [thaytu99@yahoo.com](mailto:thaytu99@yahoo.com) ; Trieu, Phong ; [TrieuBP@aol.com](mailto:TrieuBP@aol.com) ; VanderRoest, Gary ; Weiss, Bud ; Weiss, Bud ; [Wilbur.Mellema@home](mailto:Wilbur.Mellema@home) ; Zahn, Bob ; Zahn, Robert L. ; [asengupta94404@yahoo.com](mailto:asengupta94404@yahoo.com) ; Bunge, Mark ; Christen, Oliver ; [glatshaw@gmail.com](mailto:glatshaw@gmail.com) ; [jchiar@seti.org](mailto:jchiar@seti.org) ; [mohebi1@cpmcast.net](mailto:mohebi1@cpmcast.net) ; [prab\\_raji@yahoo.com](mailto:prab_raji@yahoo.com) ; Vanajakshi, Chandra  
**Cc:** Thompson, Roi Ann  
**Sent:** Thursday, May 17, 2007 6:12 PM  
**Subject:** Spring 08

Over the summer Roi Ann and I need to work on Spring '08.  
 As you know, we first assign courses to full-time instructors then we go through the adjunct faculty list using the SRP guidelines. Please help me by replying to this e-mail and sending me the following information:

- Do you wish to teach for SJCC in Spring '08? Yes

- If available, how many units would you like to teach? **At least 50%**
- Please list any time preferences for Spring (example - only available TTH after 5:00): **Any time**
- Please list in level of priority which classes you would like to teach:
  - **Microbiology lecture and lab**
  - **Microbiology labs**
  - **Human Heredity**
  - **Molecular Biology**
  - **Environmental Science**
  - **Human Physiology**
  - **Anatomy and Physiology**
  - **Chemistry labs if available**
  - **Or, any other biology or botany classes available**
- Please list any classes you would not be willing to teach:
  - **None**
- Would you prefer a room with a data projector?
  - **Yes**
- If we have any available classes, would you be interested in teaching an intersession course in January '08?
  - **Yes**

Thanks, I will get back to you individually with specific courses. Leandra

Leandra Powell Martin  
Dean of Math and Science  
San Jose City College  
2100 Moorpark Avenue  
San Jose, Ca 95128-2799  
408-288-3716  
Fax 408-275-9386  
[leandra.martin@sjcc.edu](mailto:leandra.martin@sjcc.edu)

Donate for student scholarships: [www.sjcccd.org/science/html/](http://www.sjcccd.org/science/html/)

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #12**

**June Sheldon**

**From:** "June Sheldon" <jsheldon@ebold.com>  
**To:** "Martin, Leandra" <Leandra.Martin@sjcc.edu>  
**Cc:** <jsheldon@ebold.com>  
**Sent:** Monday, October 22, 2007 10:35 AM  
**Subject:** Re: Spring 08 Again

Leandra,

Thank you for offering me the Mico 70 labs (TTh 2:20 to 5:25 PM, and TTh 6:15 to 9:20 PM) for the spring semester of 2008.

I accept.

June

----- Original Message -----

**From:** Martin, Leandra  
**To:** June Sheldon  
**Sent:** Friday, October 19, 2007 5:05 PM  
**Subject:** RE: Spring 08 Again

June,

For spring 08 I can offer you the same classes you have this semester:

Micro 70 lab TTh 2:20 -5:25 pm & TTh 6:15 - 9:20 pm.

Let me know if this works for you.

Leandra

**From:** June Sheldon [mailto:jsheldon@ebold.com]  
**Sent:** Saturday, May 26, 2007 7:24 AM  
**To:** Martin, Leandra  
**Cc:** June on laptop  
**Subject:** Re: Spring 08 Again

Hi, Leandra,

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And thank you for meeting with me this past Thursday so that you could explain to me how the fall schedule in the catalog was in error.

I really appreciate your fixing the fall schedule so I have the original Micro labs assigned to me again.

Thanks,

June

----- Original Message -----

**From:** Martin, Leandra  
**To:** Thompson, Roi Ann; adibhagya@yahoo.com; ann@3dsafety.com; carlbabb@earthlink.net; ideal\_balance\_wellness@yahoo.com; Johnson, Kent; jsheldon@ebold.com; msfitzgerald72@yahoo.com; rjohnson@best.com; saneetk@yahoo.com; sudhi1@yahoo.com; Taylor, David; Thompson, Roi Ann; pinedajo@msu.edu; attran@science.sjsu.edu; asinha071@yahoo.com; bill\_carlson@comcast.net; Di Pietro, Rick; hoangfrank@gmail.com; Ibrahim, Sami A.; Khattak, Rangin; kim.n@earthlink.net; preeti@srinivasans.com; ryan.schoenfeld@roche.com; surjit\_saini@yahoo.com; wang932@yahoo.com; Wilson, Leigh; apluu@yahoo.com; Bhagi, Savita; clubdeuce@sbcglobal.net; hlessing@forumrsa.com; hema\_nadkarni@yahoo.com; Jensen, Karlene; Jonish, David; Jonish, David; k\_r\_jensen@yahoo.com; Kalantar, Mansour; Kovaleva, Olga; Kovaleva, Olga; Langlois, William; Lessing, Henry; Mellema, Wilbur; Nguyen, Tuanh; Padma Tanniru; Pardo, Ralph; Pardo, Ralph; Rienhart, John; Rienhart, John; Sadeghi,

Bijan ; Sadeghi-Hassanva, Bijan ; sandydes@comcast.net ; savitabhagi@yahoo.com ; Sioshansi, Azar ; Sioshansi, Azar ; thaytu99@yahoo.com ; Trieu, Phong ; TrieuBP@aol.com ; VanderRoest, Gary ; Weiss, Bud ; Weiss, Bud ; Wilbur Mellema@home ; Zahn, Bob ; Zahn, Robert L. ; asengupta94404@yahoo.com ; Bunge, Mark ; Christen, Oliver ; glatshaw@gmail.com ; jchiar@seti.org ; mohebi1@cpmcast.net ; prab\_raji@yahoo.com ; Vanajakshi, Chandra  
 Cc: Thompson, Roi Ann  
 Sent: Thursday, May 17, 2007 6:12 PM  
 Subject: Spring 08

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As you know, we first assign courses to full-time instructors then we go through the adjunct faculty list using the SRP guidelines. Please help me by replying to this e-mail and sending me the following information:

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- Please list in level of priority which classes you would like to teach:
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  - **Microbiology labs**
  - **Human Heredity**
  - **Molecular Biology**
  - **Environmental Science**
  - **Human Physiology**
  - **Anatomy and Physiology**
  - **Chemistry labs if available**
  - **Or, any other biology or botany classes available**
- Please list any classes you would not be willing to teach:
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- Would you prefer a room with a data projector?
  - **Yes**
- If we have any available classes, would you be interested in teaching an intersession course in January '08?
  - **Yes**

Thanks, I will get back to you individually with specific courses. Leandra

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 Fax 408-275-9386  
[leandra.martin@sjcc.edu](mailto:leandra.martin@sjcc.edu)



Donate for student scholarships: [www.sjeccd.org/science/html/](http://www.sjeccd.org/science/html/)

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #13**

December 6, 2007

I have concluded an investigation on a student complaint filed against June Sheldon on July 25, 2007. I met with June and the FA on September 6, 2007. During this meeting June admitted stating in her Human Heredity course that mistreatment to pregnant women at a certain point in the pregnancy can cause male homosexuality. She also stated that there was no such thing as true female homosexuality. She stated that she believed that her opinions were consistent with mainstream scientific thought by the biology community.

June agreed to a meeting with the full-time biology faculty to discuss this issue. After I tried to schedule this meeting in October, I received an e-mail from the FA stating that June had decided that she would not meet with the biology faculty.

Since receiving this information, I have met individually with the four full-time faculty members in the biology department. I asked each faculty member two questions. The first question was about their perception of the mainstream scientific thought on the nature versus nurture question of homosexuality. The second question was on their perception about the scientific validity of the statement that there were no true female homosexuals. All four faculty members expressed the same perception that the nature versus nurture question was very complex and current scientific thought indicated that a combination of genetic and environmental factors were involved in homosexuality. Three of the faculty members strongly felt that the scientific community was in agreement that there were female homosexuals. The fourth faculty member stated that she had done no reading and had no information on that particular scientific topic.

I also read the textbook June used for the course in human heredity. This book clearly stated that the causes for homosexuality were a subject of debate in the scientific community. The book did not mention female sexuality directly.

Based on my investigation I conclude that June Sheldon was teaching misinformation as science in a science course. I feel that these statements were grievous enough to warrant withdrawing her SRP status and Spring 08 assignment.

Leandra Martin

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #14**

## **June Sheldon**

---

**From:** "Hanfling, Barbara" <Barbara.Hanfling@sjcc.edu>  
**To:** "Martin, Leandra" <Leandra.Martin@sjcc.edu>  
**Cc:** "DeLaRosa, Deborah" <Deborah.DeLaRosa@evc.edu>; "Lund, Lois K." <Lois.Lund@sjcc.edu>;  
"June Sheldon" <jsheldon@ebold.com>  
**Sent:** Tuesday, December 18, 2007 12:07 PM  
**Subject:** June Sheldon

Leandra, June and I have been waiting for a response from you. We clearly understand the demands of your position, but we have been dealing with the issue of the informal student complaint since our meeting on September 6<sup>th</sup> with an email to you on October 22<sup>nd</sup> requesting a response from you regarding this issue.

Although we have informally heard back from you that you are working on this, we have heard nothing formal from you. At this point we believe the following is what has occurred:

1. Thank you for offering June her classes for spring semester according to your email and the electronic course of classes. With these classes, June will continue with her SRP
2. June has attended a workshop at FDA on Diversity in Education and Reinstitution which has helped her better understand how to present and deal with controversial issues
3. More than 90 days have passed since our initial meeting and there has been no movement from the student toward anything formal. We need to find out what the status of the complaint is at this time and why.

Of course we are always willing to meet to discuss any further concerns, but at this point, we are anticipating moving forward, understanding that the faculty member has been informed of the informal student complaint, has taken steps to appropriately deal with this issue and will continue teaching with sensitivity and concern for all students.

Have a good holiday and please let us know if you have any questions.

Barbara

### **Barbara Hanfling**

Executive Director  
San Jose/Evergreen Faculty Association, AFT 6157

Phone 408 288-3106  
Fax 408 295-7482

FA Website: [www.fa-aft6157.org](http://www.fa-aft6157.org)

San José City College, SC 213  
2100 Moorpark Avenue  
San Jose, CA 95128-2799

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #15**

June Sheldon

From: "Martin, Leandra" <Leandra.Martin@sjcc.edu>  
 To: "Hanfling, Barbara" <Barbara.Hanfling@sjcc.edu>  
 Cc: "DeLaRosa, Deborah" <Deborah.DeLaRosa@evc.edu>; "Lund, Lois K." <Lois.Lund@sjcc.edu>;  
 "June Sheldon" <jsheldon@ebold.com>  
 Sent: Wednesday, December 19, 2007 11:25 AM  
 Subject: RE: June Sheldon

Barbara, This matter is now being handled by the HR department. A letter was mailed via Federal Express to June Sheldon yesterday. Leandra

---

From: Hanfling, Barbara  
 Sent: Tuesday, December 18, 2007 12:08 PM  
 To: Martin, Leandra  
 Cc: DeLaRosa, Deborah; Lund, Lois K.; June Sheldon  
 Subject: June Sheldon

Leandra, June and I have been waiting for a response from you. We clearly understand the demands of your position, but we have been dealing with the issue of the informal student complaint since our meeting on September 6<sup>th</sup> with an email to you on October 22<sup>nd</sup> requesting a response from you regarding this issue.

Although we have informally heard back from you that you are working on this, we have heard nothing formal from you. At this point we believe the following is what has occurred:

1. Thank you for offering June her classes for spring semester according to your email and the electronic course of classes. With these classes, June will continue with her SRP
2. June has attended a workshop at FDA on Diversity in Education and Reinstitution which has helped her better understand how to present and deal with controversial issues
3. More than 90 days have passed since our initial meeting and there has been no movement from the student toward anything formal. We need to find out what the status of the complaint is at this time and why.

Of course we are always willing to meet to discuss any further concerns, but at this point, we are anticipating moving forward, understanding that the faculty member has been informed of the informal student complaint, has taken steps to appropriately deal with this issue and will continue teaching with sensitivity and concern for all students.

Have a good holiday and please let us know if you have any questions.

Barbara

**Barbara Hanfling**  
 Executive Director  
 San Jose/Evergreen Faculty Association, AFT 6157

Phone 408 288-3106  
 Fax 408 295-7482

FA Website: [www.fa-aft6157.org](http://www.fa-aft6157.org)

San José City College, SC 213  
 2100 Moorpark Avenue  
 San Jose, CA 95128-2799

Dec 18

12/22/2007

SvD\_Compl\_Ex\_15\_0324

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #16**





## HUMAN RESOURCES SERVICES GROUP

San Jose/Evergreen  
Community College District

Anita L. Morris  
Vice Chancellor, Human Resources

• Forty Seven Fifty San Felipe Rd • San José, CA 95135 • 408-270-8408 (Office) • 408-274-7924 (Fax)

SENT VIA FEDERAL EXPRESS MAIL

December 18, 2007

June Sheldon  
4259 Fairway Drive  
Soquel, CA 95073

RE: Student Complaint

Dear Ms. Sheldon:

As you are aware, during the Fall 2007 semester, we received a student complaint regarding statements you made in your Human Heredity regarding homosexuality. An investigation has sustained the complaint. As you are also aware, pursuant to Article 9.12.5 of the Collective Bargaining Agreement, the District is entitled to remove you from the adjunct seniority rehire preference list ("SRP") on the basis of a student complaint. Please be advised that the District has exercised its rights, and you are now removed from the SRP.

Because this matter was still under investigation when assignments were being made for the Spring 2008 semester, it would have been precipitous to remove you from the list at that time. Thus, you did receive notice of a spring assignment. However, it is the District's position that, because the semester has not begun, the District is within its rights to now withdraw the offer and remove you from the SRP.

Please also note that, if there is any question as to whether your removal from the SRP can effect your Spring assignment, the District has an independent right pursuant to Education Code section 87665 to terminate adjunct employees without cause at the end of any day or week. Thus, I am also advising you that pursuant to Section 87665 you are

June Sheldon  
December 18, 2007  
Page 2

hereby terminated, subject to final approval of the Board of Trustees. This matter will go before the Board at its next regularly scheduled meeting on January 8, 2008.

Sincerely,



Anita L. Morris, Vice Chancellor  
Human Resources

cc: Dr. Michael Burke, President, SJCC  
Dr. Tim O'Hara, Vice President  
Dr. Leandra Martin, Dean

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #17**

Dean Dr Martin,

Students of Micro-lab from fall 07 semester drafted a letter addressing to you as we did not see Mrs Sheldon's name in the Spring Sem. However someone informed that they saw her name listed for teaching Spring 08 & we did not submit the letter.

Now, I've learnt <sup>an</sup> again that Mrs Sheldon is not teaching for Spring 08, which is why we are submitting the letter which we never gave you. Pls let me know if you have any further questions.

Anu Kotha

[ANU KOTHA]

PHONE:- 408-250-2843

To the Dean,  
Dr Leandra Martin,  
San Jose City College,  
San jose, CA 95128.

12/14/07

Dear Dr Martin,

This letter is on behalf of Microbiology lab students of Tuesday/Thursday fall semester 2007 class. We would like to express our views on this lab class by Mrs June Sheldon.

Our professor has been an excellent teacher maintaining the same level of tempo and energy from day one to the last day of the lab. She has been very patient, kept to the subject and is very involved in our performance in Microbiology subject as a whole. She is an excellent lab teacher with loads of knowledge and guiding us the appropriate way to achieve our lab results. Attending our Micro lab was very motivating and interesting. She was always available for questions and very very patient even with some dumb questions we asked. Although we mentioned our intensions in the evaluation forms of the professor we would like to make a special note as the whole lab class and afternoon lab class were surprised to see that Mrs June Sheldon is not teaching in the spring semester. We mentioned on various websites (ratemyprofessor.com) that she is an excellent lab instructor. Overall we want to suggest that she is strongly recommend her as an excellent Micro lab instructor .

Thank you very much for your time . Merry Christmas and a Happy new year

CC: to Mrs June Sheldon

Students of Micro Lab signatures on the following page.

## Printed name

## Signature

① ANU KOTHA

Anu Kotha

② PENKA DONTCHEVA

Penka Dontcheva

③ SAMAN OUN

Saman Oun

④ Ungime-mary Ubol

Ungime-mary Ubol

⑤ JACQUELINE ZIMEL

Jacqueline Zimel

⑥ Chantra Chao

⑦ Joon Won

⑧ Lien Tran

⑨ Thuong Nguyen

10) Cecilia Tran

Cecilia Tran

⑪ Ai Tran

Ai Tran

⑫ Eileen Bailon

Eileen Bailon

⑬ Adam Wonnell

Adam Wonnell

14) LORNA REEB

Lorna Reeb

⑮ Jutzgi Tambages

Jutzgi Tambages

16) Trang Van

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #18**



## HUMAN RESOURCES SERVICES GROUP

**San Jose/Evergreen  
Community College District**

**Anita L. Morris**  
*Vice Chancellor, Human Resources*

• Forty Seven Fifty San Felipe Rd • San José, CA 95135 • 408-270-5406 (Office) • 408-274-7824 (Fax)

### SENT VIA EXPRESS MAIL

February 1, 2008

June Sheldon  
4259 Fairway Drive  
Soquel, CA 95073

Re: *Notice of Right to Request Open Session Consideration of Personnel Matter, Pursuant to  
Government Code Section 54957*

Dear Ms. Sheldon:

We are providing you with this notice, as required by California Government Code Section 54957. At a regular meeting of the Board of Trustees, properly noticed and scheduled for Tuesday, February 12, 2008, at 7:00 p.m. to be held at the San Jose/Evergreen Community College District Board Room, located at 4750 San Felipe Road, San Jose, CA 95135, Chancellor Perez, intends to recommend to the Board of Trustees that you be released from your temporary teaching position, effective immediately. Because this involves private, personnel information, this recommendation is scheduled for the Board's closed session. However, under California's opening meeting law (which includes Government Code 54957) we are required to give you notice that you have the right to have the Board hear the recommendation in open session.

Government Code section 54957 states that, where a board is hearing "complaints or charges" regarding an employee, the employee must be provided with notice and an opportunity to request that the matter be heard in open session. As a temporary, at-will employee, your release does not involve complaints and charges and none have been lodged against you. However, Government Code section 54957 has been interpreted to include a wide range of situations where Boards act upon administrative recommendations to dismiss or release employees. Therefore, in an excess of caution and to ensure our compliance with this section, we are providing you with this notice.

If you desire to have the recommendation heard in open session, please sign the enclosed form indicating your request, and return the signed form to Vice Chancellor Anita Morris at the San



June Sheldon  
February 1, 2008  
Page 2

Jose/Evergreen Community College District, Human Resources Department located at 4750 San Felipe Road, San Jose, CA 95135 no later than noon, Tuesday, February 12, 2008. If you do not complete and submit this form by the stated time, the Board will consider the matter in closed session. If you do request that the matter be heard in open session, please be advised that the Board will hear this matter promptly at [insert time]. Please also be advised that this is not an evidentiary hearing, but a requirement that the Board perform the review and consideration of this matter that would have occurred in closed session, in open session instead.

Please be aware that if the matter is heard in open session, the complaints and charges against you will be available to the public pursuant to the Brown Act and the Public Records Act, however, the names and identities of other employees or students will be deleted to protect their rights to privacy. (Gov. Code, §§ 54957.5, 6250 et seq.)

Sincerely,



Anita Morris, Vice Chancellor  
Human Resources

#### REQUEST FOR OPEN SESSION HEARING OF CHARGES

I, June Sheldon, hereby request that the recommendation to release me, scheduled for the February 12, 2008 meeting, be heard by the Board of Trustees in open session.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #19**



**Foundation for Individual Rights in Education**

601 Walnut Street, Suite 510 • Philadelphia, Pennsylvania 19106  
T 215-717-3473 • F 215-717-3440 • [fire@thefire.org](mailto:fire@thefire.org) • [www.thefire.org](http://www.thefire.org)

Greg Lukianoff  
PRESIDENT

Robert L. Shibley  
VICE PRESIDENT

Samantha K. Harris  
DIRECTOR OF LEGAL AND  
PUBLIC ADVOCACY

Alan Charles Kors  
CO-FOUNDER AND  
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Woody Kaplan  
Leonard Liggio  
Herbert London  
Peter L. Malkin  
Steven Pinker  
Milton Rosenberg  
John R. Searle  
Ricky Silberman  
Christina Hoff Sommers

February 6, 2008

Richard K. Tanaka, President  
Board of Trustees  
San José/Evergreen Community College District  
4750 San Felipe Road  
San José, California 95135

Sent via U.S. Mail and Facsimile (408-453-5390)

Dear Mr. Tanaka:

The Foundation for Individual Rights in Education (FIRE) unites leaders in the fields of civil rights and civil liberties, scholars, journalists, and public intellectuals from across the political and ideological spectrum on behalf of liberty, legal equality, academic freedom, due process, freedom of speech, and freedom of conscience on America's college campuses. Our website, [www.thefire.org](http://www.thefire.org), will give you a greater sense of our identity and activities.

FIRE is concerned about the threats to free expression, academic freedom, and due process posed by San José/Evergreen Community College's (SJCC's) treatment of Professor June Sheldon. After she led a class discussion on the biological and social elements of the nature/nurture debate with regard to sexual orientation, she was removed from the adjunct seniority rehire preference list (SRP), she lost her teaching position for the spring term, and she was terminated (pending the Board of Trustees meeting on February 12), all without a proper hearing. In taking these actions against Professor Sheldon, SJCC has dramatically violated its own promises of academic freedom and due process and has chilled speech on the SJCC campus.

This is our understanding of the facts. Please inform us if you believe we are in error. Professor Sheldon has taught biology as a member of the adjunct faculty of SJCC since 2004 and had a place on the SRP. On June 21, 2007, in her summer 2007 Human Heredity course, Sheldon led a short discussion of the topic of sexual orientation, which was covered in the course readings. On or about July 25, a student submitted a letter to SJCC complaining that the "lecture" had been "offensive and unscientific."

On September 6, Sheldon attended a meeting with Dean of Mathematics and Science Leandra Martin, grievance officer Debbie De La Rosa, and others. At that

meeting she was given, for the first time, a copy of the student complaint. According to Sheldon, she responded that she had addressed both nature and nurture issues during the class discussion and had referred to scientific studies that supported her own comments. In particular, she said that she had given research evidence supporting her contention that “the cause of lesbianism is more nurture than nature.”

According to De La Rosa, Sheldon was to meet with members of the SJCC biology department to discuss how “controversial issues” are “presented or taught in the classroom” and what “criteria [are] used to present these issues in a fair and objective manner.” Sheldon later asked not to meet with the faculty because she had independently chosen to attend a workshop at De Anza Community College on teaching controversial topics, which she completed on October 19.

Dean Martin continued to investigate the content of Sheldon’s classroom discussion. On December 6, Martin reported that she had investigated Sheldon for saying that “there was no such thing as true female homosexuality.” Martin reported that she had met with “the four full-time faculty members in the biology department” and had asked them about the “nature versus nurture question” and whether “the scientific community was in agreement that there were female homosexuals.” All four faculty members reportedly replied that the nature/nurture issue was “very complex” and that both genetic and environmental factors were involved in sexual orientation. Martin, however, reported that Sheldon “was teaching misinformation as science in a science course,” and Martin recommended that Sheldon be removed from the SRP.

On December 18, Anita Morris, SJCC Vice Chancellor of Human Resources, wrote Sheldon a termination letter “regarding statements you made in your Human Heredity [course] regarding homosexuality.” The letter noted that Sheldon had been removed from the SRP as a result of the alleged statements and, therefore, that SJCC’s offer to Sheldon to teach in the spring 2008 semester had been withdrawn. The letter added that “if there is any question as to whether your removal from the SRP can [a]ffect your Spring assignment, the District has an independent right ... to terminate adjunct employees without cause” and that SJCC had terminated Sheldon pending final approval of the SJCC Board of Trustees. The Board of Trustees is scheduled to hear this case on February 12.

The SJCC collective bargaining agreement promises academic freedom to SJCC faculty:

Instructors have the right to study and investigate, to interpret their findings, and express conclusions. *Instructors may present views that are controversial* and may evaluate opinions held by others ... (Section 4.6.4; emphasis added.)

Moreover, our nation’s moral commitment to free expression clearly includes classroom expression. In fact, as the Supreme Court noted in *Sweezy v. New Hampshire* (1957),

The essentiality of freedom in the community of American universities is almost self-evident. No one should underestimate the vital role in a democracy that is played by those who guide and train our youth. To impose any straitjacket upon the intellectual leaders in our colleges and universities would imperil the future of our nation.

In addition to violating her right to academic freedom, SJCC failed to safeguard Sheldon's basic due process rights in its handling of this case. Sheldon was given almost no chance to defend herself against a single student complaint. Dean Martin misrepresented Sheldon's classroom comments during her investigation. Dean Martin also misconstrued the biology faculty's admission of a genuine debate on the matter at issue, claiming instead that Sheldon had taught "misinformation as science." In addition, Sheldon's termination letter makes clear that her termination is directly related to her protected classroom speech, despite the claim in the letter that her termination was not related to this speech.

FIRE requests that SJCC reverse its findings against Professor Sheldon, restore her to the SRP list, withdraw its punishment of termination, and remove all information regarding this case from her personnel file. We also urge you to assure the SJCC faculty that SJCC would never punish a faculty member in any way for exercising his or her right to academic freedom. FIRE hopes to resolve this matter amicably and swiftly, but we are prepared to use all of our resources to see this terrible assault against academic freedom through to a just and moral conclusion.

Due to the time-sensitive nature of this matter, we request a response by February 11, 2008.

Sincerely,



Adam Kissel

Director, Individual Rights Defense Program

cc:

Ron Lind, Trustee, San José/Evergreen Community College District  
Balbir Dhillon, Trustee, San José/Evergreen Community College District  
Maria Fuentes, Trustee, San José/Evergreen Community College District  
Randy Okamura, Trustee, San José/Evergreen Community College District  
Richard Hobbs, Trustee, San José/Evergreen Community College District  
Autumn Gutierrez, Trustee, San José/Evergreen Community College District  
Rick Diffenderfer, Student Trustee, San José/Evergreen Community College District  
Scott Guagliardo, Student Trustee, San José/Evergreen Community College District  
Rosa G. Pérez, Chancellor, San José/Evergreen Community College District  
Anita Morris, Vice Chancellor for Human Resources, San José/Evergreen Community College District  
Barbara Hanfling, Executive Director, San José/Evergreen Community College District Faculty Association

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #20**



## HUMAN RESOURCES SERVICES GROUP

San Jose/Evergreen  
Community College District

Anita L. Morris  
Vice Chancellor, Human Resources

■ Forty Seven Fifty San Felipe Rd ■ San José, CA 95135 ■ 408-270-6406 (Office) ■ 408-274-7924 (Fax)

### SENT VIA FEDERAL EXPRESS MAIL

February 7, 2008

June Sheldon  
4259 Fairway Drive  
Soquel, CA 95073

Re: *Notice of Right to Request Open Session Consideration of Personnel Matter, Pursuant to Government Code Section 54957*

Dear Ms. Sheldon:

We are providing you with this notice, as required by California Government Code Section 54957. At a regular meeting of the Board of Trustees, properly noticed and scheduled for February 12, 2008, at 6:00 p.m. to be held at the San Jose/Evergreen Community College District Board Room, located at 4750 San Felipe Road, San Jose, CA 95135, Chancellor Perez, intends to recommend to the Board of Trustees that you be released from your temporary teaching position, effective immediately. Because this involves private, personnel information, this recommendation is scheduled for the Board's closed session. However, under California's opening meeting law (which includes Government Code 54957) we are required to give you notice that you have the right to have the Board hear the recommendation in open session.

Government Code section 54957 states that, where a board is hearing "complaints or charges" regarding an employee, the employee must be provided with notice and an opportunity to request that the matter be heard in open session. As a temporary, at-will employee, your release does not involve complaints and charges and none have been lodged against you. However, Government Code section 54957 has been interpreted to include a wide range of situations where Boards act upon administrative recommendations to dismiss or release employees. Therefore, in an excess of caution and to ensure our compliance with this section, we are providing you with this notice.

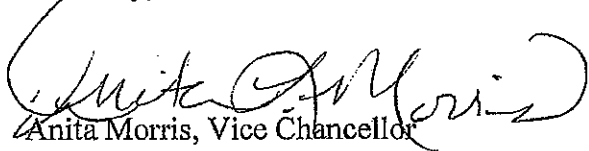
If you desire to have the recommendation heard in open session, please sign the enclosed form indicating your request, and return the signed form to Vice Chancellor Anita Morris at the San

June Sheldon  
February 7, 2008  
Page 2

Jose/Evergreen Community College District, Human Resources Department located at 4750 San Felipe Road, San Jose, CA 95135 no later than noon, February 12, 2008. If you do not complete and submit this form by the stated time, the Board will consider the matter in closed session. If you do request that the matter be heard in open session, please be advised that the Board will hear this matter promptly at 6:00 p.m. Please also be advised that this is not an evidentiary hearing, but a requirement that the Board perform the review and consideration of this matter that would have occurred in closed session, in open session instead.

Please be aware that if the matter is heard in open session, the complaints and charges against you will be available to the public pursuant to the Brown Act and the Public Records Act, however, the names and identities of other employees or students will be deleted to protect their rights to privacy. (Gov. Code, §§ 54957.5, 6250 et seq.)

Sincerely,

  
Anita Morris, Vice Chancellor  
Human Resources

#### REQUEST FOR OPEN SESSION HEARING OF CHARGES

I, June Sheldon, hereby request that the recommendation to release me, scheduled for the February 12, 2008 meeting, be heard by the Board of Trustees in open session.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature



**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #21**

# Minutes of the Governing Board Meeting February 12, 2008



San José/Evergreen  
Community College District

## A. CALL MEETING TO ORDER

Vice President Autumn Gutierrez called the Regular Meeting of the Governing Board of the San José/Evergreen Community College District to order on Tuesday, February 12, 2008, at 6:08 p.m., in the Board Room of the District Offices.

### Board Members Present:

Mr. Balbir Dhillon  
Ms. Maria Fuentes  
Ms. Autumn Gutierrez  
Mr. Richard Hobbs  
Mr. Richard Tanaka

### Board Members Excused:

Mr. Ron Lind  
Mr. Randy Okamura

## B. APPROVAL OF CLOSED SESSION AGENDA

M/S/C (Dhillon/Hobbs) to approve the Closed Session Agenda as submitted.

## C. PUBLIC COMMENTS ON CLOSED SESSION AGENDA

Vice President Gutierrez announced there would be a public comment made regarding a closed session agenda item, Government Code Section 54957(b), in which the employment contract of adjunct faculty June Sheldon would be discussed. Vice President Gutierrez stated the Board is required to hear in open session any public comment regarding an item to be discussed in closed session. Therefore, she allotted 10 minutes for the District and 10 minutes for Ms. Sheldon to comment.

President Michael Burke, San José City College, said the Education Code permits the termination and non-renewal of contract of adjunct faculty without cause. He stated that even though it was unnecessary to do so, SJCC made a thorough investigation of the student complaint. Based on that investigation, as well as the nature of the complaint and the offense experienced by students, he supports the decision for non-renewal of Ms. Sheldon's contract.

Mr. David Hacker, Attorney for Ms. Sheldon, representative of Alliance Defense Fund, spoke on behalf of Ms. Sheldon. He stated the complaint by an unidentified, high school student possibly not properly enrolled at San José City College was not

**Minutes of February 12, 2008, Governing Board Meeting**

an adequate reason to terminate Ms. Sheldon's employment at the District and violated her rights of free speech as an instructor. Mr. Hacker asked the Board to reconsider the District's decision of non renewal of her contract as this action would "spit in the face of the 1<sup>st</sup> amendment." He stated that if the Board decides to terminate Ms. Sheldon's employment with the District, this action could result in personal liability as the Board, the Dean, and other administrators in the District involved with this action may be subject to legal action.

**D. RECESS TO CLOSED SESSION TO CONSIDER AND/OR TAKE ACTION UPON ANY OF THE FOLLOWING ITEMS**

The Board recessed to Closed Session at 6:00 p.m. to consider the following items:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
(Government Code Section 54957 (b))

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE  
(Government Code Section 54957 (b))

CONFERENCE WITH LEGAL COUNSEL –  
EXISTING LITIGATION

(Government Code Section 54956.9)

Name of Case: Gonzalves & Stronck vs. SJECCD

Or

Case Name Unspecified; Disclosure would jeopardize:

( ) Service of Process or ( ) Existing Settlement Negotiations

CONFERENCE WITH LABOR NEGOTIATORS  
(Government Code Section 54957.6)

District's Negotiator(s): Laura Schulkind

Employee Organization:

Or

Unrepresented Employee Title: Chancellor

**E. RECONVENE INTO OPEN SESSION**

The Public Session was reconvened at 7:10 p.m.

Board Members Present:

Mr. Balbir Dhillon

Mr. Richard Tanaka

Ms. Maria Fuentes

Ms. Autumn Gutierrez

Mr. Richard Hobbs

Mr. Rick Diffenderfer

Mr. Scott Guagliardo

Board Members Excused:

Mr. Ron Lind

Mr. Randy Okamura

**Minutes of February 12, 2008, Governing Board Meeting**

**1. PLEDGE OF ALLEGIANCE**

Vice President Gutierrez led the Board and members of the audience in the Pledge of Allegiance to the Flag.

**2. ANNOUNCEMENT OF REPORTABLE ACTION TAKEN IN CLOSED SESSION**

Vice President Gutierrez announced some actions taken in closed session.

The Board considered and approved a global settlement agreement regarding the pending litigation between the District, Gonsalves & Stronck, the general contractors responsible for the construction of the San José City College Student Services/Career Center, its subcontractors and the District's Design Team. The contractor and its subcontractors sought in excess of \$6 million. In accordance with the mediated settlement, the District will pay to Gonsalves & Stronck and its subcontractors the sum of \$1,755,000 representing unpaid contract balance and retention withheld by the District, unnegotiated change order work, and impact claims. The Design team will also contribute \$591,000 to the global settlement.

The Board unanimously approved the recommendation that adjunct faculty June Sheldon's contract with the District be terminated effective February 13, 2008.

The Board approved a new contract for Chancellor Rosa G. Pérez for 2008-2012.

**3. ADOPTION OF AGENDA**

M/S/C (Fuentes/Hobbs) to approve the agenda as submitted:

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Minutes of February 12, 2008, Governing Board Meeting

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Chancellor Pérez thanked the Board for approving her new contract.

As Trustee Hobbs mentioned, in meeting with our legislators, she and the Board took a very strong stand in supporting funding for categorical programs. High school graduation rates for Latinos are very low in our county—only 53%; and we must do all we can to improve those rates. Therefore, we need to support categorical programs that are designed to assist at-risk students.

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**Minutes of February 12, 2008, Governing Board Meeting**

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**d. Constituency Group Representatives**

Mr. Yancey, FA, said he is now convinced the Adjunct Faculty Center at SJCC is now better than the one at EVC. On a serious note, he acknowledged the effort that went into making it happen. Mr. Yancey thanked Dr. Burke for all his efforts in pulling this together, and Mr. Robert Dias and his team at SJCC for their hard work. The Adjunct Faculty Center is located in an ideal location--next to the Teaching/Learning Center.

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**H. ACTION AGENDA**

**1. BOARD RESOLUTION IN SUPPORT OF BLACK HISTORY MONTH**

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**I. INFORMATION AGENDA**

**1. CALENDAR OF EVENTS**

Information was provided to the Board on calendars of events held at Evergreen Valley College and San José City College.

**2. ACCOUNTABILITY REPORTING FOR THE COMMUNITY COLLEGES**

The Vice Presidents of Academic Affairs, Ms. Kuni Hay and Dr. William O'Hare and the Executive Director of Research & Institutional Effectiveness, Dr. Bayinaah Jones, presented an update on ARCC—AB 1417, Accountability Reporting for the Community Colleges. They reviewed the District's student success in four categories: Student Progress and Achievement (Degree/Certificate/Transfer) and (Vocational/Occupational/Workforce Development), Pre-Collegiate Improvement in Basic Skills and ESL, and Participation Rates.

**3. QUARTERLY FINANCIAL REPORT – 2007/2008 SECOND QUARTER (311Q)**

Information was presented on Second Quarter Unrestricted General Fund

**Minutes of February 12, 2008, Governing Board Meeting**

Financials.

**4. EVC STRENGTHENING CAREER TECHNICAL EDUCATION GRANT AND  
CALTECH WOMEN'S PROGRAM**

Information was presented on Evergreen Valley College's participation in these two programs.

**J. CONTINUATION OF CLOSED SESSION**

None

**K. RECONVENE OPEN SESSION**

**L. ADJOURNMENT**

The meeting adjourned at 9:42 p.m.

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Rosa G. Pérez, Secretary  
Board of Trustees

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #21**

# Minutes of the Governing Board Meeting February 12, 2008



San José/Evergreen  
Community College District

## A. CALL MEETING TO ORDER

Vice President Autumn Gutierrez called the Regular Meeting of the Governing Board of the San José/Evergreen Community College District to order on Tuesday, February 12, 2008, at 6:08 p.m., in the Board Room of the District Offices.

### Board Members Present:

Mr. Balbir Dhillon  
Ms. Maria Fuentes  
Ms. Autumn Gutierrez  
Mr. Richard Hobbs  
Mr. Richard Tanaka

### Board Members Excused:

Mr. Ron Lind  
Mr. Randy Okamura

## B. APPROVAL OF CLOSED SESSION AGENDA

M/S/C (Dhillon/Hobbs) to approve the Closed Session Agenda as submitted.

## C. PUBLIC COMMENTS ON CLOSED SESSION AGENDA

Vice President Gutierrez announced there would be a public comment made regarding a closed session agenda item, Government Code Section 54957(b), in which the employment contract of adjunct faculty June Sheldon would be discussed. Vice President Gutierrez stated the Board is required to hear in open session any public comment regarding an item to be discussed in closed session. Therefore, she allotted 10 minutes for the District and 10 minutes for Ms. Sheldon to comment.

President Michael Burke, San José City College, said the Education Code permits the termination and non-renewal of contract of adjunct faculty without cause. He stated that even though it was unnecessary to do so, SJCC made a thorough investigation of the student complaint. Based on that investigation, as well as the nature of the complaint and the offense experienced by students, he supports the decision for non-renewal of Ms. Sheldon's contract.

Mr. David Hacker, Attorney for Ms. Sheldon, representative of Alliance Defense Fund, spoke on behalf of Ms. Sheldon. He stated the complaint by an unidentified, high school student possibly not properly enrolled at San José City College was not

**Minutes of February 12, 2008, Governing Board Meeting**

an adequate reason to terminate Ms. Sheldon's employment at the District and violated her rights of free speech as an instructor. Mr. Hacker asked the Board to reconsider the District's decision of non renewal of her contract as this action would "spit in the face of the 1<sup>st</sup> amendment." He stated that if the Board decides to terminate Ms. Sheldon's employment with the District, this action could result in personal liability as the Board, the Dean, and other administrators in the District involved with this action may be subject to legal action.

**D. RECESS TO CLOSED SESSION TO CONSIDER AND/OR TAKE ACTION UPON ANY OF THE FOLLOWING ITEMS**

The Board recessed to Closed Session at 6:00 p.m. to consider the following items:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
(Government Code Section 54957 (b))

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE  
(Government Code Section 54957 (b))

CONFERENCE WITH LEGAL COUNSEL –  
EXISTING LITIGATION

(Government Code Section 54956.9)

Name of Case: Gonzalves & Stronck vs. SJECCD

Or

Case Name Unspecified; Disclosure would jeopardize:

( ) Service of Process or ( ) Existing Settlement Negotiations

CONFERENCE WITH LABOR NEGOTIATORS

(Government Code Section 54957.6)

District's Negotiator(s): Laura Schulkind

Employee Organization:

Or

Unrepresented Employee Title: Chancellor

**E. RECONVENE INTO OPEN SESSION**

The Public Session was reconvened at 7:10 p.m.

Board Members Present:

Mr. Balbir Dhillon

Mr. Richard Tanaka

Ms. Maria Fuentes

Ms. Autumn Gutierrez

Mr. Richard Hobbs

Mr. Rick Diffenderfer

Mr. Scott Guagliardo

Board Members Excused:

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**Minutes of February 12, 2008, Governing Board Meeting**

**1. PLEDGE OF ALLEGIANCE**

Vice President Gutierrez led the Board and members of the audience in the Pledge of Allegiance to the Flag.

**2. ANNOUNCEMENT OF REPORTABLE ACTION TAKEN IN CLOSED SESSION**

Vice President Gutierrez announced some actions taken in closed session.

The Board considered and approved a global settlement agreement regarding the pending litigation between the District, Gonsalves & Stronck, the general contractors responsible for the construction of the San José City College Student Services/Career Center, its subcontractors and the District's Design Team. The contractor and its subcontractors sought in excess of \$6 million. In accordance with the mediated settlement, the District will pay to Gonsalves & Stronck and its subcontractors the sum of \$1,755,000 representing unpaid contract balance and retention withheld by the District, unnegotiated change order work, and impact claims. The Design team will also contribute \$591,000 to the global settlement.

The Board unanimously approved the recommendation that adjunct faculty June Sheldon's contract with the District be terminated effective February 13, 2008.

The Board approved a new contract for Chancellor Rosa G. Pérez for 2008-2012.

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Information was provided to the Board on calendars of events held at Evergreen Valley College and San José City College.

**2. ACCOUNTABILITY REPORTING FOR THE COMMUNITY COLLEGES**

The Vice Presidents of Academic Affairs, Ms. Kuni Hay and Dr. William O'Hare and the Executive Director of Research & Institutional Effectiveness, Dr. Bayinaah Jones, presented an update on ARCC—AB 1417, Accountability Reporting for the Community Colleges. They reviewed the District's student success in four categories: Student Progress and Achievement (Degree/Certificate/Transfer) and (Vocational/Occupational/Workforce Development), Pre-Collegiate Improvement in Basic Skills and ESL, and Participation Rates.

**3. QUARTERLY FINANCIAL REPORT – 2007/2008 SECOND QUARTER (311Q)**

Information was presented on Second Quarter Unrestricted General Fund

**Minutes of February 12, 2008, Governing Board Meeting**

Financials.

**4. EVC STRENGTHENING CAREER TECHNICAL EDUCATION GRANT AND  
CALTECH WOMEN'S PROGRAM**

Information was presented on Evergreen Valley College's participation in these two programs.

**J. CONTINUATION OF CLOSED SESSION**

None

**K. RECONVENE OPEN SESSION**

**L. ADJOURNMENT**

The meeting adjourned at 9:42 p.m.

---

Rosa G. Pérez, Secretary  
Board of Trustees

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #22**



**HUMAN RESOURCES SERVICES GROUP**

**San Jose/Evergreen  
Community College District**

Anita L. Morris  
Vice Chancellor, Human Resources

▪ Forty Seven Fifty San Felipe Rd ▪ San José, CA 95136

▪ 408-270-6406 (Office) ▪ 408-274-7924 (Fax)

**SENT VIA EXPRESS MAIL**

February 14, 2008

June Sheldon  
4259 Fairway Drive  
Soquel, CA 95073

RE: February 12, 2008 Board Meeting Results

This letter serves to inform you that at the February 12, 2008 meeting of the Board of Trustees for the San Jose/Evergreen Community College District, the recommendation to release you from your temporary teaching position was approved. This action is effective February 13, 2008.

Sincerely,

  
Anita L. Morris, Vice Chancellor  
Human Resources

cc: Rosa G. Perez, Chancellor  
Michael Burke, President, San Jose City College

Governing Board:

\*Balbir Dhillon \*Maria Fuentes \*Autumn Gutierrez \*Richard Hobbs \*Ronald J. Lind \*Randy Okamura \*Richard K. Tanaka

SVD\_Comp\_Ex\_22\_0354



**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #23**

**SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT**

San José City College • Evergreen Valley College



---

**Rosa G. Pérez, Chancellor**

---

4750 San Felipe Road  
San Jose, CA 95135-1599  
Phone: 408-270-6402  
Fax: 408-831-8722

February 14, 2008

Dear Ms. Sheldon:

Regarding your request emailed to me on February 14<sup>th</sup> 2008 which states:

I am emailing you to confirm that the written material was admitted and/or entered into the record as I had intended. Please send me a letter that confirms that the packet was entered into the record for the Board of Trustees Meeting of February 12, 2008.

As you are aware, the 24-hour notice proceeding was not an evidentiary hearing. Thus, there is no formal process for, as you describe it "entering" your written packet "into the record." I will, however, assure you that as part of your opportunity to be heard, the Board did accept your written materials; they were distributed to each member; and the members had the opportunity to review the material prior to making their final determination. I will also confirm that, as you did request open consideration of this matter, your packet is part of the open meeting process. Thus, in that sense, your packet is part of the record of public session.

Sincerely,

  
Rosa A. Perez  
Chancellor

**Sheldon v. Dhillon, et al.**

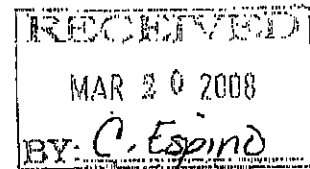
**Verified Complaint**

**Exhibit #24**

To Leandra Martin

## GRIEVANCE

## SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT



NAME June Sheldon

ADDRESS 4259 Fairway Drive LEVEL 1  
 Soquel, CA 95073

DIVISION Science and Math WORK PHONE None

COLLEGE San Jose City College HOMEPHONE 831.464.2485

FULL TIME/PART TIME Part Time

DATE OF OCCURANCE OR KNOWLEDGE THEREOF February 12, 2008

## BRIEF DESCRIPTION OF THE GRIEVANCE AND EVENTS LEADING UP TO IT:

I was wrongly released from my temporary working position in violation of my contract rights. Most notably, my academic freedom rights were violated. I was accused by my dean of putting forward offensive, inaccurate, and unscientific thought in my Summer 2007 Human Heredity class based on a single unsigned student complaint. As a result, my dean, Leandra Martin withdrew my teaching contract. I was given no opportunity to respond to Dean Martin's accusations in her December 6, 2007 investigation report. Martin did not make any attempt to resolve the matter informally with me and the student, even though other teachers in my department confirmed that what I taught was valid scientific theory. Had I been given an opportunity to respond to the student's complaint, either formally or informally, I believe Dean Martin's charges would have been proven to be false and I would not have been released from my temporary work position nor I would not have lost my Seniority Rehire Rights. To review my full grievance concerns refer to the 235 page public record letter I submitted to the Board of Trustees on February 12, 2008.

## CONTRACT SECTIONS VIOLATED

Partial list 4.6.1, 4.6.2, 4.6.3, 4.6.4, 6.3.3, 6.4.1, 6.4.1, 6.4.2, 6.6, 9.12.5,  
 23.1.1, 23.1.2, 23.1.3, 23.1.4, 23.2

## REQUESTED REMEDY

I want to be rehired at my previous level of SRP and reinstated at Evergreen and/or San Jose City College. I want all costs incurred as a result of my not being rehired, to be reimbursed (including lost wages, lawyer fees, disability compensation, discrimination compensation, and processing fees). I want a Name Clearing Hearing and all information regarding this matter removed from my employment records. I want an apology letter from Leandra Martin for falsely accusing me of putting forward offensive, inaccurate, and unscientific information in my Summer 2007 class.

June Sheldon  
 SPD\_Compl\_Ex\_24\_0358

**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #25**

**June Sheldon**

---

**From:** "Martin, Leandra" <Leandra.Martin@sjcc.edu>  
**To:** "June Sheldon" <jsheldon@ebold.com>  
**Cc:** "Morris, Anita" <Anita.Morris@sjeccd.org>  
**Sent:** Friday, April 04, 2008 7:58 AM  
**Subject:** Grievance Level I

Hi June, Today I mailed you the response to your grievance. Below I have copied the text in this e-mail:

April 4, 2008

Re: Response to June Sheldon Level I Grievance filed March 20, 2008

Dear Ms. Sheldon,

This letter confirms our receipt of your grievance submitted to Anita Morris, Vice Chancellor, Human Resources, on March 20, 2008. You are grieving both your removal from the Seniority Rehire Preference list (SRP) and your release from employment. As the removal from the SRP list and the termination are separate issues with different procedures and relevant contractual provisions, they will be addressed separately.

**Removal from SRP**

Pursuant to Article 9.12.5 of the Collective Bargaining Agreement (CBA), the District is entitled to remove an instructor from the SRP list "if an investigation of student complaints or surveys substantiates performance problems." As you are aware, you were the subject of a student complaint that addressed certain material you presented in your Human Heredity class. This complaint was properly investigated, including a meeting with you on September 6, 2007, with myself, Barbara Hanfling, Debbie DeLaRosa, and Lois Lund. During this meeting, you were given an opportunity to respond, and you did so. You were also given additional time to present more facts. Taking into consideration all the information—including that provided by you—I determined that the student's allegations were founded. I also note that, in an effort to resolve the concerns raised in the complaint, I asked that you meet with your colleagues in the biology department to discuss curriculum. However, on October 22, 2007 I was notified that you declined to meet with the Biology faculty. As such, you were released after a student complaint substantiated performance problems, in conformance with the terms of the collective bargaining agreement.

**Release From Employment**

Pursuant to Education Code section 87665, the District has the discretion to terminate adjunct employees without cause at the end of any day or week. We acknowledge that "without cause" does not permit the termination of an employee for protected behavior, such as free expression. However, Article 4.6.3 states that "academic freedom cannot be separated from academic and professional responsibility." I determined, in the course of the investigation surrounding the complaint, that you were teaching material that was outside the approved curriculum; that you were misleading in the way you presented information; and that you were unwilling to address these concerns in a collaborative and collegial fashion by refusing to meet with your colleagues in the biology department to discuss curriculum. Thus, your termination was for valid reasons and not in violation of the contract provisions cited in your grievance.

For the above reasons, it is my decision that your Level I grievance be denied.

Sincerely,

Leandra Powell Martin, Ed.D.  
Dean of Math and Science

Leandra Powell Martin, Ed.D.  
Dean of Math and Science  
San Jose City College  
2100 Moorpark Avenue  
San Jose, Ca 95128-2799  
408-288-3716  
Fax 408-275-9386  
[leandra.martin@sjcc.edu](mailto:leandra.martin@sjcc.edu)

Donate for student scholarships: [www.sjcccd.org/science/html/](http://www.sjcccd.org/science/html/)

**Sheldon v. Dhillon, et al.**

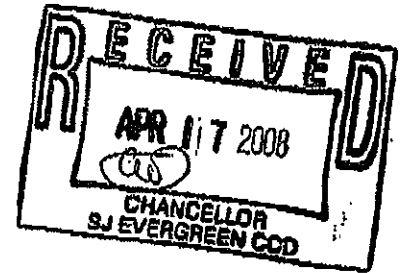
**Verified Complaint**

**Exhibit #26**



## GRIEVANCE

SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT



NAME June Sheldon

ADDRESS 4259 Fairway Drive LEVEL 2  
Soquel, CA 95073

DIVISION Science and Math

WORK PHONE None

COLLEGE San Jose City College

HOMEPHONE 831.464.2485

FULL TIME/PART TIME Part Time

DATE OF OCCURANCE OR KNOWLEDGE THEREOF February 12, 2008

## BRIEF DESCRIPTION OF THE GRIEVANCE AND EVENTS LEADING UP TO IT:

I was wrongly released from my temporary working position in violation of my contract rights. Most notably, my academic freedom rights were violated. Dean Leandra Martin accused me of using "offensive", inaccurate, and unscientific thought in my summer 2007 Human Heredity class. Martin's accusation was based on a single unsigned student complaint. As a result, Martin withdrew my teaching contract. I was given no opportunity to respond to Martin's accusations in her December 6, 2007 investigation report. Martin did not make any attempt to resolve the matter informally with me and the student, even though other faculty in my department confirmed that what I taught was valid scientific theory. Indeed, the "unscientific thought" complained of was prompted by a student question on the topic. I merely referred the student to scientific studies. Had I been given an opportunity to respond to the student's complaint, either formally or informally, I would have happily resolved the complaint with the student. Martin's charges would have been proven false, and I would not have been released from my temporary work position or lost my Seniority Rehire Rights. To review my full grievance concerns refer to the 235 page public record letter I submitted to the Board of Trustees on February 12, 2008.

## CONTRACT SECTIONS VIOLATED

Partial list 4.6.1, 4.6.2, 4.6.3, 4.6.4, 6.3.3, 6.4.1, 6.4.1, 6.4.2, 6.6, 9.12.5,

23.1.1, 23.1.2, 23.1.3, 23.1.4, 23.2

## REQUESTED REMEDY

I want to be rehired at my previous level of SRP and be reinstated at Evergreen and/or San Jose City College. I want all costs incurred as a result of my not being rehired, to be reimbursed (including lost wages, lawyer fees, disability compensation, discrimination compensation, and processing fees). I want a Name Clearing Hearing and all information regarding this matter removed from my employment

records. I want an apology letter from Leandra Martin for falsely accusing me of putting forward "offensive," inaccurate, and unscientific information in my summer 2007 Human Heredity class.

**Appeal to the Chancellor Concerning Leandra Martin's Denial of My Requested Remedy for My Level 1 Grievance.**

**Termination by the Board**

On February 8, 2008, I received a letter from Anita Morris, Vice Chancellor Human Resources, which notified me that you Chancellor Perez intended to recommend to the Board of Trustees that I be released from my temporary teaching position "effective immediately."

The notice also states, among other matters, the recommendation for my release does not involve "complaints and charges and none have been lodged against you."

This is not true

On September 6, 2007, I was presented with an unsigned "complaint" from a student who attended a class which I taught during the 2007 Summer intersession on "Human Heredity"

I was initially advised that the "complaint" was being handled under the College's "nondiscrimination policy."

No complaint under that policy was filed against me

On October 19, 2007, I was offered an appointment for the Spring 2008 semester which I accepted on October 22, 2007.

There was no reference to a "complaint" in the offer.

On December 18, 2007, my union made an inquiry regarding the status of the "complaint." The response from my Dean was that the matter was being "handled" by Human Resources.

Unknown to me at the time was that my Dean, on December 6, 2007, had conducted an investigation and submitted a recommendation to the College' administration stating that

Based on my investigation I conclude that June Sheldon was teaching misinformation as science in a science course. I feel that these statements were grievous enough to warrant withholding her SRP status and spring 08 assignment

On December 18, 2007, Vice Chancellor Anita Morris sent me a letter which reads, in part, as follows:

As you are aware, during the Fall 2007 semester, we received a student complaint regarding statements you made in your Human Heredity, regarding homosexuality. An investigation has sustained the complaint.

The letter from Vice Chancellor Morris did not contain the notification information found in her letter of February 8, 2008

The matter of my termination, which was scheduled for action by this Board on January 8, 2008, was taken "off calendar" and reset to February 12, 2008

I was never presented with a signed "complaint" from a student

No effort to "Informally" resolve the "complaint" was made

After January 8, 2008, I was informed, for the first time, the "complaint" was not one conducted under the College's "nondiscrimination complaint" procedures but rather a "community complaint."

I was not presented with an "investigation report" until January 25, 2008.

The Dean's "Investigation report" clearly states the basis for her recommendation is a determination that I engaged in a grievous form of Academic "misinformation," - a term which is not defined.

The College's collective bargaining agreement promises academic freedom to San José/Evergreen Community College faculty as follows:

Instructors have the right to study and investigate their findings, and express conclusions. Instructors may present views that are controversial and may evaluate opinions held by others (CBA Section 4.6.3.)

On February 6, 2008, the board president was "faxed" a copy of a letter from the Foundation for Individual Rights in Education regarding the impact of the actions taken against me on my individual rights in education including, but not limited to, Academic Freedom

After "fax" receipt of the letter from FIRE, Vice Chancellor Morris sent her letter of February 7, 2008.

My termination was conducted by the College in a manner which circumvented every College policy designed for the fair investigation against faculty

Very serious charges, which are false, have been made against me by an "anonymous" student, my Dean, and the College's Vice Chancellor for Human Resources.

Charges of "academic misinformation" and conduct which violates the College's policy on nondiscrimination are serious and stigmatize my good name and reputation.

The case before you is not one where termination is being made "without cause" (Education Code 87665)

I ask you to reverse the findings filed against me, restore my SRP, reject the recommendation of termination, and remove all information regarding this matter from my employment records

I have prepared, and have submitted, a detailed written response, with exhibits, to the proposed action

I am prepared to answer any questions you may have today or at future time in the course of this investigation. I do not want my union representative, Barbara Hanfling, to represent me during your investigation as she has stated on several occasions that she will not represent me in the grievance process. I have retained a lawyer if you wish to speak with him.

**SRP (Seniority Rehire Preference)**

In the preceding two pages, I have given a chronological history of the events in my case., I would now like to reply to Dean Martin's response to my grievance. Martin mentioned that she has the right to deny my SRP if there are multiple student complaints concerning my performance according to CBA Section 9.12.5. For evidence Martin continues to use this one unsigned student complaint. Her criteria does not satisfy the CBA 9.2.5 requirements.

*JS*

Further, Martin points to the September 6, 2007 meeting as my opportunity to defend myself. In actuality this meeting was in violation of my right to have a private meeting with Martin, my Union representative, and myself. My Union representative violated my privacy rights by inviting Debra DeLaRosa, and Martin violated my rights by inviting Lois Lund. to the first meeting to discuss the nature of the student complaint (Section 23). Finally, Martin keeps referring to my refusal to attend a biology faculty meeting. I did not categorically refuse as is illustrated by the email from Barbara to Leandra dated 10/ 22/ 2007 below:

"Leandra, The Union is writing this email on behalf of June Sheldon. Last Friday June attended a profession teaching diversity workshop at Foothill DeAnza on Friday October 19<sup>th</sup> and would be happy to give you information about the curriculum and emphasis.

She took this class because she took seriously the concerns that were raised at the meeting and hopes and anticipates that perhaps the issues that were raised at the meeting could be better taken care of through her taking more classes on diversity which could be mutually agreed upon.

At this time, June would respectfully like to decline from having a meeting with a couple of Biology faculty as she is concerned about fairness and objectivity based on who the complainant is and the fact that the complainant's mother is an officer in the Union. We are aware that a letter was sent agreeing to this meeting, but at this time June is feeling very uncomfortable about this meeting.

Perhaps we can set up another meeting to with you, June, the Union and Lois and come up with goals and objectives which could be achieved by June Sheldon without the need for a meeting in her department.

Thank you for getting back to us.

Barbara"

**Barbara Hanfling**

Executive Director

San Jose/Evergreen Faculty Association, AFT 6157



**Sheldon v. Dhillon, et al.**

**Verified Complaint**

**Exhibit #27**



## HUMAN RESOURCES SERVICES GROUP

San Jose/Evergreen  
Community College District

Anita L. Morris  
Vice Chancellor, Human Resources

• Forty Seven Fifty San Felipe Rd • San José, CA 95135 • 408-270-6408 (Office) • 408-274-7924 (Fax)

**SENT VIA EXPRESS MAIL**

June 2, 2008

June Sheldon  
4259 Fairway Drive  
Soquel, CA 95073

RE: Status of Grievance

Dear Ms. Sheldon:

You recently made an inquiry to the office of Chancellor Rosa Perez regarding the status of your Level I grievance. Chancellor Perez has asked that I respond.

Pursuant to the terms of the Collective Bargaining Agreement, you are deemed to have accepted the District's Level I Response denying your grievance. You failed to make a timely appeal of the Level I response, and as set forth in Article 3.9.4 of the Collective Bargaining Agreement, "[Failure by the Faculty Association or grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision]." Therefore, please be advised that any attempt to appeal the decision at this late date will be deemed untimely and rejected.

Dean Leandra Martin timely served her Level I Response on April 4, 2008. (See Section 3.6.2 of the Collective Bargaining Agreement.). The Level I Response was sent both via U.S. mail to the home address we have on file (4259 Fairway Drive, Soquel, CA, 95073), and via email to the email address we have on file (jsheldon@ebold.com). My recent email exchange with you confirms that you are utilizing this email address.

Article 3.7.1 of the Agreement states that a grievant may appeal a Level I decision to Level II by writing to the Office of the Chancellor or designee within fifteen (15) days after receiving the Level I decision. Days are defined as any day that that the District

Governing Board:  
\*Balbir S. Dhillon \*Maria Fuentes \*Autumn Gutierrez \*Richard Hobbs \*Ronald J. Lind \*Randy Okamura \*Richard K. Tanaka

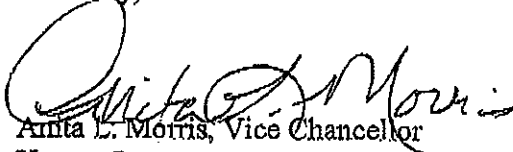
SvD\_Compl\_Ex\_27\_0368

June Sheldon  
June 2, 2008  
Page 2

office is open. (Section 3.5.1). We have yet to receive any response from you or the Faculty Association, and the 15 days to appeal has long since expired.

Please also note that, in the unlikely event you are asserting that you did not receive the Level I Response (by mail or email), the Collective Bargaining Agreement requires that the appeal be filed within fifteen days of when the Level I Response was due--whether or not it was received. Article 3.9.4 of the Agreement states that the District's failure, at any step of the grievance process, to communicate the decision within specified time limits, "shall permit lodging of an appeal to the next step of the procedure, *within the time allotted, as if the decision had been given.*" (Emphasis added.) Thus, it was incumbent upon you (if you had wished to do so) to file an appeal within fifteen days of when the Level I Response was due. Having failed to do so, by the explicit terms of the Collective Bargaining Agreement, you are deemed to have accepted the Level I Response.

Sincerely,



Anita L. Morris, Vice Chancellor  
Human Resources

cc: Rosa G. Perez, Chancellor  
Michael Burke, President, SJCC  
Leandra Martin, Dean

Governing Board:

\*Baltir S. Dillon \*Maria Fuentes \*Annam Gutierrez \*Richard Hobbs \*Ronald J. Lind \*Randy Okamura \*Richard K. Tanaka

SvD\_Compl\_Ex\_27\_0369



JS 44 (Rev. 12/07) (and rev 1-16-08)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

**I. (a) PLAINTIFFS**

SEE ATTACHED

**DEFENDANTS**

SEE ATTACHED

(b) County of Residence of First Listed Plaintiff Santa Clara County  
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Santa Clara County  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

SEE ATTACHED

Attorneys (If Known)

**C08 03438PVT****E-FILING****II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input checked="" type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
		<b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus—Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

42 U.S.C. § 1983

Brief description of cause:

Violation of the First and Fourteenth Amendments to the United States Constitution.

**VII. REQUESTED IN COMPLAINT:**

- ☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** Injunction & damages **CHECK YES only if demanded in complaint:**  
**JURY DEMAND:** ☐ Yes ☒ No

**VIII. RELATED CASE(S) IF ANY**

PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

**IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2) (PLACE AND "X" IN ONE BOX ONLY)**☐ SAN FRANCISCO/OAKLAND☒ SAN JOSE

DATE

7/15/08

SIGNATURE OF ATTORNEY OF RECORD



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\*Motions to permit appearances *pro hac vice* filed concurrently